



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

**Materials Department
(Rajasthan Project)**

02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291-2727050
Email: mat_rp@oilindia.in

Date: 04.10.2018

FORWARDING LETTER

Sub: Hiring of Services of canteen facility at OIL House, Jodhpur for a period of 02 years with a provision for extension by another 01(one)year at the same rates ,terms & conditions basis.

- 1.0 Rajasthan Project of OIL INDIA LIMITED (OIL) a Government of India Enterprise, is engaged in exploration and production of Natural Gas and experimental production of Heavy Oil/Bitumen from western Rajasthan. The Project Office is situated at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India.

OIL invites your ONLINE competitive bid for Hiring of Services of canteen facility at OIL House, Jodhpur for a period of 02 years with a provision for extension by another 01(one)year at the same rates ,terms & conditions basis.

- 2.0 For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- | | | | |
|-------|--------------------------------|---|---|
| i) | OIL's Tender No. | : | CJI9309P19 |
| ii) | Tender Fee | : | NIL. |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 06.11.2018 at 11.00 hrs (IST) |
| v) | Bid Opening Date & Time | : | 06.11.2018 at 15.00 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief General Manager (S),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security | : | Rs 89,500/- (Non- interest bearing) |
| viii) | Amount of Performance Security | : | 10 % of annualized Contract Value. |
| ix) | Mobilization Time | : | 15(fifteen) days from the issue of mobilization notice. |
| x) | Duration of Contract | : | Two(02) year with a provision of extension of another 01(one)year at the same terms & conditions. |

xi)Liquidated Damage for : In the event of any complaint and /or timely Mobilization non fulfilment of any of the terms of agreement regarding supply or delay in supply, short supply of meals, irregular and untimely supply, use of inferior type of ingredients, stuff, raw materials of the eatables, no payment will be made for the same.
In case of any damage to Company's property, wilful or due to negligence by the Contractor, Company may deduct suitable amount from the payment due to the Contractor or from the Performance Security Deposit.

- 3.0 Please do refer to the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 4.0 **PURCHASE PREFERENCE:** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 5.0 **Goods and Services Tax (GST):** The quoted price should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Please refer to Annexure – GST and take note of the content before submitting your offer

NOTE:

- Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance /noncompliance to all the terms and conditions of NIT.
- 7.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(Daya Shankar)
SR. MANAGER (M&C)
FOR CGM(S)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single Stage Composite Bid System for its RAJASTNAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI9309P19.
- 1.2 Bid Closing Date : 06.11.2018
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : NIL
- 1.4 Bid Security : Rs 89,500.00 (Non- interest bearing)
- 2.0 **Description of Services:** Hiring of Services of canteen facility at OIL House, Jodhpur for a period of 02 years with a provision for extension by another 01(one)year at the same terms & conditions basis.
- 3.0 Tender Document will not be issued physically by Company. Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.**
- 4.0 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- 5.0 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate
- 6.0 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company

- 7.0 OIL reserves the right to refuse issue of User Id & Pass Word to such parties even after submission of necessary documentation as per online registration process, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 8.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.1 Prospective Bidders may interact with Company's Materials & Contracts Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

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

- (a) A forwarding letter highlighting the following points:
 - (i) Oil India Limited's Tender No.
 - (ii) Bid closing date and time.
 - (iii) Bid opening date, time and place.
 - (iv) The amount of Bid Security.
 - (v) The amount of Performance Security
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Terms & Conditions (Section –III)
- (e) Special Conditions of Contract (Section-IV)
- (f) Bid Form & Price Schedule Details (Section-V)
- (g) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - VI)
- (h) Sample Form of Agreement (Section-VII)
- (i) The Bid Security Form (Section- VIII)
- (j) The Performance Security Form (Section- IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license (Appendix-B)
- (m) Annexure – GST

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

3.0 AMENDMENTS TO BIDDING DOCUMENT:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer under single stage Composite bid system i.e., Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX .
- (v) All other Annexure, Proforma and Documents as required in the Tender

Price Bid comprising of the following documents

- (i) Bid Form & Price Schedule Details as per Section – V

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide as per Section – V and Proforma – II of Section VI respectively.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal under **Notes and attachment Tab.**
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 All duties and taxes including Corporate income taxes, and other levies payable by the Contractor **except GST** under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL.
- 7.4 **Goods & services Tax(GST)** as applicable on taxable part of the items provided by the contractor shall be extra and to Company's account. The evaluation and comparison of bids shall be made accordingly

8.0 CURRENCIES OF BID AND PAYMENT:

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – VI of the Bidding document.

10.0 **BID SECURITY:**

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" **must reach the office of Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected.** Tender Number and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the un-priced Technical Bid on e-portal. Bidders can also submit their bid security through online payment gateway on OIL's e-tender portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical Unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the form of a Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) and valid for **90 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries/MSME are exempted from submitting bid securities against this tender.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain valid for **90 days after the date of bid opening** prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION:

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager (Services), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled and upload under Notes and Attachment TAB of your bid as per Price-Bid Format attached under Notes and Attachment TAB in E-Portal only. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in 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 Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.

- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL's e-Portal in details before uploading the document.

NB : All the Bids must be digitally signed using "Class-3" digital signature certificate with Organizations Name (e-commerce application) 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.

. In order to bid for OIL e-tenders all the vendors are required to obtain 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 Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

. **Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.**

Very Important

- 13.7 Rates/Prices must be quoted in the "price Bid Format" provided/ uploaded under Notes and Attachment Tab.
- 13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief General Manager (Services), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
 - (ii) Power of attorney for signing the bid document.
 - (iii) Other documents required to be submitted in original as per tender requirement, if any.

14.0 **The Integrity Pact:** Not applicable

15.0 **DEADLINE FOR SUBMISSION OF BIDS** :

- 15.1 Bidders will not be permitted by the System to submit their Bid after the submission deadline is reached. The System time displayed on e-procurement web page shall decide the submission deadline.

16.0 EXTENSION OF BID SUBMISSION DATE/TIME:

- 16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

17.0 FORMAT OF BID SUBMISSION:

- 17.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 17.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

18.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder, after submission of bid, may modify/ withdraw its bid any time before the scheduled bid closing date & time. Company will however not be responsible for any failure to upload & submit their bid due to last minute rush.
- 19.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

20.0 BID OPENING AND EVALUATION

- 20.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 20.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

- 20.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.
- 20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 20.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

21.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Proforma-II, Section- VI) of the tender document to establish inter-se-ranking of bidders.

22.0 CONTACTING THE COMPANY:

- 22.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

D. AWARD OF CONTRACT

23.0 AWARD CRITERIA:

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

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

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

25.0 NOTIFICATION OF AWARD:

- 25.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

- 25.2 The notification of award will constitute formation of the Contract.

26.0 PERFORMANCE SECURITY:

- 26.1 Within 30 (THIRTY) days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (10% of annualized contract value) specified in the Forwarding Letter in the form of Bank Guarantee as per the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

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

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 26.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10 % of the annualized contract value for the extended period and also to extend the validity of the performance security accordingly.

- 26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Manpower and Materials etc. within the stipulated period irrespective of any reasons whatsoever.

27.0 SIGNING OF CONTRACT:

- 27.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 27.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003.

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

MEMORANDUM OF AGREEMENT made this day of 2018 between OIL INDIA LIMITED, a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the district of Dibrugarh, Assam and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called ‘The Contractor’) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below:

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-II
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel start the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH:

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-VI of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The services shall be to the satisfaction of the Company's Officer who shall have powers, amongst other, to:
 - a) Reduce the rates at which payments shall be made if the quality of the job, although acceptable, is not up to the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove or replace any workman whom he (the Company's representative) considers incompetent and unsuitable. The Company Representative's opinion as to the competence and suitable of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - c) Issue to the Contractor from time to time during the progress of the work such further instructions as shall be necessary for the purpose of proper and adequate executions and maintenance of the service and the Contractor shall carry out and be bound by the same.
 - d) Order deviations of this agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any and whether any extra time is to be allowed.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in **Proforma-II** of Section-IX, if so ordered by the Company at the same rates, terms and conditions.
- 5.0 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act:

- i) The Mines Act
- ii) The Minimum Wages Act
- iii) The Workmen's Compensation Act.
- iv) The Payment of Wages Act.
- v) The Payment of Bonus Act, 1965
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) The Employees' Pension Scheme, 1995.
- viii) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) The Rajasthan Tax Act
- xi) The Goods & Services Tax Act.
- xii) Environment Protection Act
- xiii)) Public Liability Act.
- xiv) Income tax act,
- xv)) Insurance act.

or any other Acts or statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the contract labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be borne by the Contractor.

- 7.0 The Contractor shall provide competent service personnel in all categories/types of services in most efficient and workman like manner under his supervision. In case of failure in the part of the Contractor to tender the service at any time, the Company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher costs, if any, will be recoverable from the Contractor's outstanding bills or his security deposit.

- 8.0 **Work Completion Time:** The Contractor must commence the work within 15 days of issue of work-order and the work shall be completed within 02(two) years with a provision to extend it by another 01(one) year at mutually agreed rates but same terms and conditions. Non compliance of this time schedule will call for imposition of Liquidated Damages.

9.0 VALIDITY OF THE AGREEMENT:

The Agreement shall remain valid for a period of 02(two) years with a provision to extend it by another 01(one) year at the option of Company on mutually agreed rates but same terms and conditions from the date of commencement of work as issued in work order or completion of works whichever is later.

10.0 SCHEDULE OF RATES :

Payment to the Contractor will be made against work completed by them at the rates entered in the Schedule of Rates, Proforma-II hereof.

- 11.0 **Liquidated Damages :** In the event of any complaint and /or non fulfilment of any of the terms of agreement regarding supply or delay in supply, short supply of meals, irregular and untimely supply, use of inferior type of ingredients, stuff, raw materials of the eatables, no payment will be made for the same.

In case of any damage to Company's property, wilful or due to negligence by the Contractor, Company may deduct suitable amount from the payment due to the Contractor or from the Performance Security Deposit.

- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Agreement:** The total evaluated value of the Agreement (all inclusive) is estimated to be INR. (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-II of this Agreement.
- 14.0 **Payment Terms :**
- a. Contractor have to settle the bills related to tea/ snacks/non veg items directly from the employee. A pre decided percentage of the payment towards services for lunch would be settled directly by the employee and the remaining will be billed to the company at the end of every month. However, if the consumption is less than the minimum guaranteed figure, company will reimburse the whole amount to the contractor for the shortfall. Normally the bills would be settled in two weeks' time from their presentation to OIL. The contractor have to maintain a register having the daily consumption data and get every transaction signed by the executive or employee. The copy of the same need to be submitted with the monthly bill.
 - b. Company shall guarantee for sale of 35 (Thirty Five) lunches per day. In case the number of lunches sold in a particular day (excluding Saturday, Sundays and listed Holidays of the Company) is less than 35 (Thirty Five) lunches, Company shall pay the Contractor for the shortfall. Calculation for payment covering short fall will be on the basis of accepted price for vegetarian meals.
 - c. Company shall not be responsible for any amount due to the Contractor from any individual employee(s) of the Company in respect of food items supplied/or otherwise.
- 15.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 16.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 17.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 18.0 **LIABILITY:**
- 18.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of

the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

- 18.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

19.0 FORCE MAJEURE:

- 19.1 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 Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 19.2 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.

20.0 TERMINATION:

20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 19.0.

20.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

- 20.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

20.7 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

- 20.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 20.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 20.1 to 20.7 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, personnel charges and other charges as per the Contract up to the date of termination.
- 20.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

21.0 ARBITRATION:

21.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect,

interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

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

21.2 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 21.1 & 21.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

- 22.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or fenced area of the Company. Any other construction etc. will however be undertaken with written consent of the Company.
- 23.0 The nature of Company's operations envisages frequent shifting of sites/locations from place to place and the service personnel are required at/near the base sites of work in the areas of activities of THE COMPANY in Jaisalmer, Jodhpur and other operational areas of OIL in Rajasthan. THE CONTRACTOR shall provide the necessary transport to their service personnel to and from base site of THE COMPANY after their periodical off days.
- 24.0 THE CONTRACTOR must maintain an office at Jodhpur with telephone facility. The Contractor shall provide at his own cost competent resident representative/manager at

- the sites along with adequate number of assistant(s)/supervisor(s) at different location of the work where his personnel(s) are posted for efficient execution of this agreement.
- 25.0 THE CONTRACTOR shall mobilize his personnel as necessary at short notice to undertake the work at any time of the day or night. The Contractor's representative /manager(s) shall be available throughout the duration of agreement at the site for receiving and complying with any emergency.
- 26.0 The rates stipulated in Proforma-II of this document are all inclusive and the Contractor agrees to perform all incidental and contingent service in a sound and workmanship like manner within the said rates which although not specially mentioned in this agreement but are essential for rendering the service.
- 27.0 THE CONTRACTOR shall provide service on all seven days of the week without any interruption, as per requirement of the company.
- 28.0 THE CONTRACTOR is to abide by all safety regulations and fully indemnify the COMPANY against injury/loss of life to any of his personnel at any time during the execution of the Agreement. The COMPANY shall not be liable for any claim whatsoever on any account.
- 29.0 THE CONTRACTOR shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with Regulation of the Indian Oil Mines Regulation, 1984 or latest edition, if applicable. In case of noncompliance of the same by the Contractor, the Company reserves the right(a) not to allow such service personnel to work and or (b) to provide the necessary protective clothing and safety gears to the Contractor's service personnel if applicable and recover the cost of the same from the Contractor.
- 30.0 THE CONTRACTOR shall ensure careful handling of the Company's and third party/parties material/equipment and the Contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the Contractor by the Company.
- 31.0 THE COMPANY may provide necessary transport for the movement of the Contractor's personnel from the location to the other arising out of work exigencies, the Company and third party engaged by the Company shall not be responsible for any injury/loss of life to any of the Contractor's personnel consequent on accident during such movement by the Company's or third party/parties transport from one location to the other.
- 32.0 All service personnel deployed by the Service deployed by the Contractor in various works in sensitive areas must have proper Identity Cards with photograph duly attested by the authorized representative of the Company.
- 33.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 36.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.

37.0 **INSURANCE:** The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

38.0 **TAX LIABILITIES**

38.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

38.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.

38.3 All applicable central Govt /State govt. taxes, local taxes, levies and duties etc. on purchases and sales made by contractor shall be borne by the contractor.

38.4 **Goods & Services Taxes(GST)**, if applicable shall be extra & to Company's account.

39.0 **SET OFF CLAUSE:**

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

(END OF SECTION – III)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

A. Scope of work

- a) The scope of work includes the services to be provided on Ground floor of OIL House and supply of food items at the prices/rates fixed by the company. The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the Building as and when required.
- b) Supply of wholesome and best quality of meals and snacks of the type and in quantities as indicated in Price List for items, will be required for an approximately 50 (Fifty) lunches per day.
- c) Company shall guarantee for sale of 35 (Thirty Five) lunches per day. In case the number of lunches sold in a particular day (excluding Saturday, Sundays and listed Holidays of the Company) is less than 35 (Thirty Five) lunches, Company shall pay the Contractor for the shortfall. Calculation for payment covering short fall will be on the basis of accepted price for vegetarian meals.
- d) The party shall not prepare or serve any other food items which are not covered in the price-list without the prior approval of the Company. A schedule of weekly menu would be communicated to the Contractor by the officer-in- Charge of the Company in advance which shall have to be strictly followed by the Contractor.
- e) On certain days, when Company desire to give free lunch / organize lunch owing to a ceremonial occasion, the minimum guarantee clause will become inoperative on that particular day, provided such notice is given to the Contractor 48 hours in advance and such occasions in one year are restricted to 10 days only. However, the Cafeteria should be opened on such days as well for maintenance works and to cater to the other requirements of serving tea/coffee/snacks etc.
- f) The food shall be good, wholesome and of best quality as approved by Company. Before using the raw materials and other ingredients for cooking, the Contractor shall ensure their quality and wholesomeness. Company reserves the right to check the quality of raw materials; other ingredients used for cooking and cooked food at any time and will have absolute right to destroy in their sole discretion the cooked items that do not meet the standard of wholesomeness, at the cost and risk of the Contractor.
- g) Any unused/ leftover or cooked food shall not be used /served next day for further consumption.
- h) The Contractor shall be required to provide the services in the office premises from Monday to Friday 0930 – 1830 hrs excluding National Holidays and including extended hours as may be intimated in advance from time to time, as per requirement.
- i) The contract shall not be allowed to cook inside the office canteen and he/she has to arrange his/her own premises for preparing food. However, Items like Puri, Phulka, Dosa, Chapati, Omlet or any other food item allowed by the company should be prepared in OIL house canteen.
- j) The Contractor shall, at his cost, and on his permanent roll employee adequate number of catering staff such as supervisors, cooks, service boys (Minimum 3) for smooth and efficient running of the canteen services. If the Contractor himself cannot be present and run the canteen efficiently a qualified person is required to be posted for the canteen services. Two sets of

uniform (annually) have to be provided to the staff of the canteen at no extra cost. A set of uniform should have a pair of trousers, a shirt/ T-shirt, a pair of shoes and two nos. of apron for the cook.

k) OIL shall provide following facilities and / or equipment to the Contractor for the sole purpose of providing canteen services:

- a. Furnished space for Cafeteria in Ground Floor of “OIL House” at Jodhpur.
- b. Provision for seating and table for 35 persons
- c. Electricity
- d. Water
- e. Bulbs and Tube lights
- f. Refrigerator and other electrical appliances
- g. LPG / Piped Gas
- h. cleaning services for the space provided
- i. Purified and chilled drinking water
- j. General Civil and electrical maintenance of the premises
- k. Hot case & Hot plate
- l. Crockery & Cutlery

l) The Contractor shall be responsible for the proper upkeepment of the furniture and fixture, cooking and serving utensils and cutlery. When material supplied by OIL becomes unserviceable, the same, if these are to be replaced by OIL, would only be replaced against the return of the unserviceable materials by the Contractor, otherwise the cost of such materials shall be borne by the Contractor.

m) For any damage, breakage or loss of any equipment or property of the OIL, the Contractor shall have to make the same at his own cost immediately failing which the amount shall be recovered from his running bills, security deposit furnished by him to OIL.

n) The Contractor shall keep the entire premises; utensils, crockery etc. clean, neat and hygienic. He shall use and provide at his own expenses prescribed detergents and other requisites for this purpose. He will ensure that furniture of the Canteen premises, crockery and cutlery, utensils, kitchen, pantry, wash basins are washed and cleaned in hygienic way to the satisfaction of the Office-in-Charge or any other authorized representative of OIL.

o) The contractor shall provide/serve working lunch in the canteen area having at least following items:

Working Lunch (Vegetarian)

VEGETARIAN

- Roti/ Paratha (any one)
- Rice/ fried rice/ Veg Pulao/ Veg-Biryani (any one)
- Dal(Mix dal/ channa dal / tuar /masoor/ Rajma) (any one)
- Seasonal Vegetable (Dry/ Gravy) (any one)
- One Paneer dish/ Veg. Kofta (any one)
- Raita (Veg/ fruit/ bundi) / Dahi (any one)
- Pickle / Papad / Salad
- Sweet dish (Sweet/fruit custard/ icecream/ halwa/ kheer/ sewai) (any one) – on Tuesday & Thursday

NON-VEGETARIAN

- Egg curry (2 eggs) / Fish curry (2 pcs) / Chicken Curry (2 pcs) / Mutton curry (2 pcs) (any one)

p) The contractor shall provide/serve Non- vegetarian menu (any one as decided by the company) on Monday, Tuesday and Wednesday. Non Vegetarian items will not be part main menu and the charges for the same will be settled directly by the employees.

q) The contractor shall serve following snacks in the canteen or in the office rooms (as and when required):

Snacks

- Veg. Maggi
- Veg Sandwich (Set of two pieces of bread with assorted veg fillings) with sauce
- 1 Pack. Of Biscuits (Good Day / Marrie etc)
- Bread (Toasted) – 2 slices with Butter/ Sauce
- Sweet (Rasagulla/ gulab jamun / kaju barfi etc)
- Samosa/Mirchi Bada/Kachori (dal)/ Veg. Cutlet / Dal Vada)
- Bread Pakoda
- Snacks packages as defined in schedule of rates.

r) The contractor shall also provide Tea (Black/with Milk), Coffee (Black/with Milk), Lemon water (salted/sweet), Juice and snacks (as requested) in the canteen or in the office room after 5:30 PM from Monday to Friday.

B. General terms and Condition:

a) The Contractor shall adequately cover all its eligible employees under the provisions contained in Employees Provident Fund Act, 1952 and subsequent amendment thereof, if any, the Contractor shall furnish a certificate and statement embodying therein all the relevant details in evidence of having complied with the provision of the said Act. It would be obligatory on the part of the Contractor to take necessary PF Establishment Code No. and regularly deposit the provident fund contribution (amount deducted from the employee's wage and employer's contribution) for and all eligible employees to the statutory authority, as applicable.

b) Contractor will have to ensure compliance with various provisions of ESI Act, 1948 and keep OIL indemnified from and against all actions, claims, demands liabilities whatsoever under and in respect of the breach of any provision of clause of the said act.

c) The Contractor should be registered under the Contract Labour (Abolition and Regulation) Act 1970 and the rules framed there under or shall obtain necessary labour license from the licensing authority and produce the proof of the same to the Officer-in-Charge before commencement of the work.

d) The Contractor shall at all times keep OIL indemnified from and against all their party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub- Contractor and or the servants or agents of the Contractor and or OIL) and the Party shall at his own cost and initiative at all times during the period of the contract, maintain insurance policies in respect of all insurable liabilities under workman's Compensation Act/ Fatal Accident Act, Personal injuries Insurance Act, Minimum Wages Act, the Payment of Wages Act, the payment of Bonus Act 1965, Employees Provident Fund Act and all other Industrial Legislation from time to time in force in India.

e) Payment Terms: Contractor has to settle the bills related to tea/ snacks/non veg items directly from the employee. A pre decided percentage of the payment towards services for lunch would be settled directly by the employee and the remaining will be billed to the company at the end of every month. However, if the consumption is less than the minimum guaranteed figure, company will reimburse the whole amount to the contractor for the shortfall. Normally the bills would be settled in two weeks' time from their presentation to OIL. The contractor have to maintain a register having the daily consumption data and get every transaction signed by the executive or employee. The copy of the same need to be submitted with the monthly bill.

C. Price Schedule (PLEASE REFER SCHEDULE OF RATES): provided in Section – VI vide PROFORMA-II

(END OF SECTION – IV)

SECTION-V
BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :
Tender No. :
(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of... (Total Bid amount in words and figures) 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 mobilize canteen service within 15(fifteen) days from the issue of mobilization notice.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 10% of the estimated annualized contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry 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 lowest or any Bid you may receive.

Dated this Day of 2018.

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS:

Bidders must quote their rates strictly as per format provided in Section – VI vide PROFORMA-II.

(END OF SECTION – V)

SECTION - VI

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

A. BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Notwithstanding the general conformity to 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.

1.0 TECHNICAL:

1.1. Any offer which does not include all the jobs service mentioned in the Scope of work will be considered incomplete and rejected.

1.2 The bidder should have experience and expertise in providing catering service jobs as mentioned in the scope of work to any govt. organisation / Public Limited / Private company. During last 07(seven) years calculated up to the original bid closing date, the bidder must have experience of successfully completing at least one similar work costing not less than **INR 11.19 Lacs**.

Note: Similar Job / works mean providing catering service / canteen facility either in private sector limited company, Public Sector, State Government or Central Government. The Party should furnish necessary document in the form of experience certificate from the organisation as mentioned above or a copy of contract/ work order and completion certificate / payment certificate issued by the client against the said contract, failing which the offer will be rejected.

b) If the bidder is executing similar service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 11.19 Lakhs** contract value such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/service execution certificate issued by end user/client/employer.

2.0 FINANCIAL:

2.1 The Annual Turnover of the bidder during any of the preceding three(3) financial/accounting years from the original bid closing date should be at least **INR 6.72 Lacs**.

2.2 The Net-worth of the bidder must be positive for preceding financial/accounting year.

Note: For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid :

i) A certificate issued by a practicing Chartered Cost Accountant(With Membership Number and Firm Registration Number) certifying the Annual Turnover and Net worth as per Format prescribed in Annexure.

OR

ii) Audited Balance Sheet along with Profit & Loss Account.

2.3 Conditional offers will be rejected.

3.0 Bid will be rejected if not accompanied with adequate documentary proof in support of experience and turnover as mentioned in Para 1.1 , 1.2, 2.1 & 2.2.

NOTE:

These documents should be in the form of self attested copies of Job Completion Certificates/ Payment Certificates issued by the any govt. organisation / Public Limited / Private company showing the Gross value of Job done , Nature of Job and Period of Contract. However, the originals of these documents shall have to be produce by the bidder, as and when asked for.

4.0. COMMERCIAL:

4.1 Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account except for increase/ decrease of diesel price.

4.2 The bidder shall furnish Bid Security for the amount as indicated in the forwarding letter along with Bid. Any bid not accompanied by a proper bid security will be rejected.

4.3 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

4.4 The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

4.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

4.6 Any bid containing false statement(s) will be rejected.

4.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.

4.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

4.9 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

4.10 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

5.0 GENERAL:

5.1 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 the

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.

5.2 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 BRC also and such clarification fulfilling the BRC clauses must be received on or before ten days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

5.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

5.4 Bidder in their Technical bid only must spell out any exceptions/deviations to the tender. Any additional information/ terms/ conditions furnished in the "Price Bid" will not be considered by OIL for evaluation/ award of contract.

6.0 BID EVALUATION CRITERIA (BEC):

6.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

6.2 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (Proforma.....) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

6.3 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)
Name of the 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 here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PRICE SCHEDULE FORMAT / SCHEDULE OF WORK

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

Sl.	Description	Qty	Unit	Rate (INR)	Amount (INR)
(1)	(2)	(3)	(4)	(5)	(6)
1	Buffet Lunch Menu	26400	No		
	(i) Vegetarian lunch full diet comprise with the following items: <ul style="list-style-type: none"> • Roti/ Paratha (any one) • Rice/ fried rice/ Veg Pulao/ Veg-Biryani (any one). • Dal(Mix dal/ channa dal / tuar /masoor/ Rajma) (any one) • Seasonal Vegetable (Dry/ Gravy) (any one) • One Paneer dish/ Veg. Kofta (any one) • Raita (Veg/ fruit/ bundi) / Dahi (any one) • Pickle / Papad / Salad • Dessert- Sweet/fruitcustard/ icecream / halwa/ kheer/ sewai (any one) 				
2	Non-Vegetarian items:				
i	Egg curry (2 eggs) Per plate	1000	No.		
ii	Fish curry (2 pcs) Per plate	1000	No.		
iii	Chicken Curry (2 pcs) Per plate	1000	No.		
iv	Mutton curry (2 pcs) Per plate	1000	No.		
v	Omelette (2 eggs) Per plate	1000	No.		
vi	Boiled eggs Per egg	1000	No.		
3	Beverages				
i	Milk Tea Per cup(150ml)	2000	No.		
ii	Black Tea Per cup(150ml)	2000	No.		
iii	Coffee Per cup(150ml)	500	No.		
iv	Green Tea Per cup(150ml)	500	No.		
v	Lemon Water (salted/sweet) Per Cup(200ml)	100	No.		
vi	Juice / Coconut Water (200 ml) Per cup	100	No.		
vii	Packaged drinking water -250 ml Per bottle(1 box=24 units)	240	Box		
viii	Packaged drinking water (500 ml) Per bottle(1 box=24 units)	120	Box		
ix	Packaged drinking water (1000 ml) Per bottle(1 box=12 units)	100	Box		
x	Cold-drinks like Pepsi/Coca Per Bottle 600 ml	100	No		
xi	Lassi / Chhachh(Sweet/Salt) Per glass-200ml	100	No		

xii	Vegetable /Tomato/sweet corn Soup (150ml) Per Cup	100	No		
4	Snacks				
i	Snacks Comprise with following: <ul style="list-style-type: none"> • Samosa / Kachori / Mirchi bada with chutney– 01 pc (any one) • Sweet – 01 pc Per packet 	3000	No		
ii	Snacks Comprise with following: <ul style="list-style-type: none"> • Samosa / Kachori / Mirchi bada with chutney– 01 pc (any one) • Sweet – 01 pc Per packet • Plain chips(8-10 Pcs) / biscuit (2 Pcs) (any one) • Salted Kaju -10 pcs 	2000	No		
iii.	Snacks Comprise with following: <ul style="list-style-type: none"> • Veg cutlet / khaman /veg pakoda– 01 pc (any one) • Sweet – 01 pc Per packet • Plain chips(8-10 Pcs) / biscuit (2 Pcs) (any one) • Salted Kaju -10 pcs 	2000	No		
iv	Snacks Comprise with following: <ul style="list-style-type: none"> • Tea / Coffee 150 ml • Biscuit (4 Pcs) Per packet 	2000	No		
v	Bread (Toasted) – 2 slices with Butter/ Sauce Per plate	100	No		
vi	Veg. Maggi Small Per plate	100	No		
vii	Veg. Sandwich (Set of two piece of bread) Per plate	100	No		
viii	Bread Pakoda Per Pc	100	No		
ix	Samosa/Mirchi Bada/Kachori (dal)/ Veg. Cutlet / Dal Vada Per Pc	100	No		
x	1 Pack. Of Biscuits (Good Day / Marrie etc) Per pkt	100	No		
xi	Sweet (Rasagulla/ gulab jamun / kaju barfi etc) Per Pc	1000	No		
xii	Chole Bhature (2 nos bhature) Per Plate	1000	No		
5	South Indian Dishes				
i	Plain dosa with sambhar/Chatni per pcs	1000	No		
ii	Masala dosa with	1000	No		

	sambhar/chatni- per pcs				
iii	Onion Uttapam with sambhar/chatni- per pcs	1000	No		
iv	Idli with sambhar/chatni- 2 nos	1000	No		
v	Vada with sambhar/chatni-2 nos	1000	No		
vi	Plain Uttapam with sambhar/ chatni- per pcs	1000	No		
TOTAL PRICE [SUM OF COLUMN (6) ABOVE]					

Note:

- 1.0 Evaluation of the offer would be on the basis of overall ranking and the contract will be awarded to the overall lowest bidder.
- 2.0 The Bidder should quote the rates inclusive of all type of applicable State/Central taxes duties/levies and royalty **but exclusive of Goods & Services Tax (GST)**.
- 3.0 **GST:** The quoted prices shall be exclusive of GST and GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the contractor shall be paid by the company as per the provisions of GST Act. **Please refer to Annexure-GST, while submitting your offer in GST regime.**

The quantities indicated above are tentative for evaluation/estimation of Contract value only. Payment shall be made against actual consumption/usage.

(END OF SECTION - VI)

SECTION-VII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2018... 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 Acceptance (date of Letter of Acceptance) accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS 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:
This Form of agreement,
The Letter of Acceptance,
The Contractor’s Bid and enclosures,
The Technical Specifications,
The Priced bill of quantities,
The Drawings,
The Schedule of Supplementary Information,
The special Conditions of Contract and
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said
Name _____

On behalf of the Contractor
in the presence of:
Name _____
Address _____

By the said
Name _____

On behalf of the Company
in the presence of:
Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - VII)

SECTION - VIII
FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)against Tender No.....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “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 common seal of the said Bank this Day of , 2018 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;
- Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand, 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 one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE: SIGNATURE OF THE BANK OFFICIAL:

WITNESS: SEAL:

(Signature, Name and Designation)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.

- The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:
- The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
 - (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
 - (ii) "MT 760 / MT 767 COV for amendment of bank guarantee
- The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003

(END OF SECTION - VIII)

SECTION - IX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company
(Address of Company))

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we(Name & address of Bank) have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** Nine months after Contract Completion.

AUTHORISED SIGNATORY OF THE BANK :
Name of Bank Official :
Designation :
Address :
Date :
BANK'S SEAL

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 26.0 under Section-II.

NOTE: FOR BID SECURITY/EMD AND PBG-In case of Bank Guarantee.

- The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:
- The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
 - (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
 - (ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057, Swift Code:- AXISINBB057 Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur- 342003

(END OF SECTION -IX)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR(Rs)Crores/Lakhs	NET WORTH In INR(Rs)Crores/ Lakhs

Place:

Date:

Seal:

Membership No:

Registration Code:

Signature:

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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

In view of GST Implementation from 1st July 2017, provision of Causes related to Tax liability of bid document stands deleted and replaced with the following:

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).
3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL/client shall not be liable to make any payment on account of GST against such invoice.
4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.
5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.
6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.
7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST,

OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

10. The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.

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

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

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

14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & duties except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

15. Documentation requirement for GST

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

Any invoice issued shall contain the following particulars-

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services;
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;

- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. 15 (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

16. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored..

OIL INDIA LIMITED, RAJASTHAN PROJECT's provisional GST ID No. is 08AAACO2352C1ZX.

*****END of GST Annexure*****