

WORKS TENDER



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

Plot No. 19, Sector 16A, Noida – 201301, U.P.
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Web Site: www.oil-india.com

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

Tender No.	CLI3125P23 Dated 31.03.2023
Description of Work / Service	SPECIAL REPAIRING, RETROFITTING, ADDITION & ALTERATION TO SERVANT QTR BLOCKS OF OIL INDIA RESIDENTIAL COMPLEX AT SECTOR -15A, NOIDA
Type of Bid	Open E-Tender Under Single Stage Two Bid System
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Closing Date & Time	02.05.2023 (14:00 HRS: Server Time)
Technical Bid Opening Date & Time	02.05.2023 (15:00 HRS: Server Time)
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
Bid Validity	Minimum 120 days from the original bid closing date.
Bid Security (EMD)	Rs.4,41,000.00
Amount of Performance Security	3% of contract value excluding GST.

2.1 For participation, applicants already having User ID & Password for OIL's E-procurement portal need to register against the IFB in OIL's E- procurement portal for participation.

2.2 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>. 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.

2.3 No physical Bid documents will be provided.

3.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

4.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

5.0 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL's E-Tender portal:

1. e-Mudhra, 2. Safescrypt, 3. (n)Code Solutions, 4. Verasys, 5. Capricorn, 6. Pantasign., 7. RISL, 8. NSDL

Note:

(a) Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Bidders are advised to go through "User Manuals" provided in OIL's E-Tender portal for bid submission procedure.

(b) In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder must inform OIL at least 15 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL's E-Tender portal.

6.0 In accordance with OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance of LOA.

7.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in.
Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)
: 07.00AM – 11.00AM (on Saturday)

INDEX

Sl. No.	Subject	Sections
(a)	Forwarding letter	Section– I
(b)	Instruction to Bidders	Section – II
(c)	Bid Evaluation Criteria/Bid Rejection Criteria	Section – III
(d)	General Conditions of Contract	Section – IV
(e)	Scope of Work	Section – V
(f)	Special terms & conditions	Section – VI
(g)	BIDDING FORMAT (PRICE BID)	Section – VII
(h)	Integrity Pact	Annexure-I
(i)	General Health, Safety & Environment (HSE) Measures	Annexure –II
(j)	Undertaking for Authenticity of Information	Annexure –III
(m)	Certificate of Annual Turnover & Net Worth	Proforma – I
(n)	Proforma for affidavit / undertaking in terms of Note-(b) under Clause 4.0 of BEC/BRC	Proforma – II
(o)	Statement of Non-Compliance	Proforma – III
(p)	Proforma Letter of Authorisation for attending bid opening	Proforma – IV
(q)	Proforma Letter of Authority	Proforma – V
(r)	FORM OF BID SECURITY (BANK GUARANTEE)	Proforma – VI
(s)	Form of Performance Bank Guarantee	Proforma – VII
(t)	Bid Form	Proforma – VIII
(u)	Sample form of Agreement	Proforma – IX
(v)	Declaration of Local Content	Proforma – X
(w)	Commercial Check list	Proforma – XI
(x)	Proforma for E-remittance details	Proforma – XII

SECTION-I

FORWARDING LETTER

OIL INDIA LIMITED invites Open Domestic Competitive Bids (LCB) from experienced / approved Contractors / Firms for the following mentioned work / service under SINGLE STAGE TWO BID SYSTEM through its e-Procurement site:

1.0 DESCRIPTION OF WORK/ SERVICE: SPECIAL REPAIRING, RETROFITTING, ADDITION & ALTERATION TO SERVANT QTR BLOCKS OF OIL INDIA RESIDENTIAL COMPLEX AT SECTOR -15A, NOIDA

2.0 CONTRACT PERIOD: 20 (twenty) months from the date of issue of work order.

3.0 BID SECURITY: Rs.4,41,000.00

3.1 The Bid Security should be submitted in any of the following forms:

- a) DD / Bank draft/ Cashier's cheque in favour of OIL INDIA LIMITED and payable at NOIDA.
- b) Bank Guarantee (in specified format) issued by Scheduled Bank. Bank Guarantee shall be valid for 150 days from scheduled bid closing date.
- c) Online direct deposit of Bid security amount through payment gateway of e-procurement portal in case of OIL's e-tender.
- d) Bid Security amount through mode of NEFT or RTGS may be deposited on or before bid closing date and time to the designated OIL's bank account.
- e) In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/DD/ Bank draft, the original hard copy of Bid Security should reach office of General Manager (Contracts & Purchase), OIL House, Plot No.19, Sec-16A, NOIDA by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected.
- f) A scanned copy of Bid Security document should also be uploaded along with the Techno-Commercial Bid documents.
- g) No other mode of payment will be accepted by the Company.
- h) Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.
- i) The Bid Security shall not earn any interest to the bidder from the Company.

Notes:

- a) Micro and Small Enterprises (MSEs) are exempted from payment of Bid Security (EMD). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.
- b) However, Purchase Preferences allowed under PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender)

3.2 Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefit applicable to MSEs:

- ***Udyam Registration Number with Udyam Registration Certificate.***

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

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

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

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

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

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

Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. “Only in case of sole

proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm”.

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

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

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

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

8.0 No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to action against the erring / defaulting agency as per OIL's Revised Banning Policy Dated 17.03.2023 available in OIL's website www.oil-india.com.

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

9.0 The Bid must be valid for 120 (One Hundred Twenty) days from the original date of Bid Closing.

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

11.0 Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

- a) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
- b) Any Other Document Required To Be Submitted In Original As Per Tender Requirement.

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

The above documents must be received at OIL's GM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

12.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the

bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

- 13.0** In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.

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

Note: Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, E-mail: tmmbhasin@gmail.com; Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, email id: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in ; Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail id : Ops2020@rediffmail.com have been appointed as Independent External Monitors).

- 15.0 Maintenance of Total bid value in the Response:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. **In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Conditions (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any.** Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

Create RFX Response

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close

RFX Response Number 60038748 RFX Number
RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment:

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No Price" RFX only

"Total Bid Value" considering all the taxes & duties.

16.0 The tender is invited under **SINGLE STAGE- TWO BID SYSTEM**. The bidders shall submit both the **"TECHNICAL"** and **"PRICED"** bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e- Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments"** Tab only. **Details of prices as per Price Bid format/Priced bid must be uploaded under "Notes & Attachments" tab.** A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected.

SCREEN SHOT:

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2019 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions | Technical Attachments

Notes

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name Category Description File Name Version Processor

The table does not contain any data

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid" files.

Go to this Tab **"Technical Attachments"** for Uploading "Technical Bid" files.

On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

Notes:

* The “Technical Bid” shall contain all techno-commercial details **except the prices.**

** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to save the uploaded files.

OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(Arvind Kumar)
Manager – (C&P)
For General Manager (C&P)
FOR CHAIRMAN & MANAGING DIRECTOR

31.03.2023

(END OF SECTION-I)

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work: **SECTION-V**
- f) Special Conditions of Contract: **SECTION-VI**
- g) Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION - VII**
- h) Integrity Pact: **ANNEXURE-I**
- i) General Health, Safety & Environment (HSE) Measures: **ANNEXURE-II**
- j) Commercial check list: **PROFORMA-XI**
- k) Other Annexures & Proformas

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

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio- political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

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

5.0 PREPARATION OF BIDS

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

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

5.2 DOCUMENTS COMPRISING THE BID:**(A) TECHNO-COMMERCIAL BID:**

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

(B) PRICED BID:

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

- (i) Bidding Format as per Section-VII

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under

“Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

7.0 BID SECURITY:

7.1 Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

7.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 7.7 below.

7.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Bid document and shall be in any one of the following forms:

- a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper/Franking receipt of requisite value as per Indian Stamp Act, purchased in the name of the Banker or the bidder.

Bank Guarantee shall be valid for 150 days from the scheduled bid closing date.

Bank guarantee with any condition other than those mentioned in OIL’s prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

- b) DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA/Delhi.

- c) Online direct deposit of Bid security amount through payment gateway of e-procurement portal in case of OIL’s e-tender.

- d) Bid Security amount through mode of NEFT or RTGS may be deposited on or before bid closing date and time to the following

designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	CAG BRANCH II, New Delhi
c	Branch Address	4 TH AND 5 TH FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
d	Bank Account No.	30192825337
e	Type of Account	Cash Credit/Overdraft
f	IFSC Code	SBIN0017313
g	MICR Code	110002562

If the Bid security is submitted through NEFT or RTGS mode, the bidder must upload following details along with their un-priced techno-commercial bid:

1. Name of Banker
2. Branch Name & code of the Banker
3. Deposited Amount
4. UTR Number
5. Tender Number
6. Screenshot/proof of confirming the transfer of amount.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

7.4 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 7.1 & 7.3, shall be rejected outright by the Company as non-responsive without any further reference.

7.5 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.

7.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

7.7 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or

- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
- (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.

7.8 The scan copy of the original Bid Security in the form of bank guarantee/DD/Banker Cheque/ Cashier cheque shall be uploaded by the bidder along with the their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 14:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

- 7.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's policy.
- 7.10 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 7.11 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 7.12 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 7.13 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.
- 7.14 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.
- 7.15 EXEMPTION OF BID SECURITY:
- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security.

- b) Micro and Small Enterprises (MSEs) are exempted from payment of Bid Security (EMD). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefit applicable to MSEs:

- ***Udyam Registration Number with Udyam Registration Certificate.***

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

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 The Bid must be valid for 120 (One Hundred Twenty) days from original date of bid closing. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from original date of bid closing.

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

9.0 FORMAT AND SIGNING OF BID:

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

10.0 SUBMISSION OF BIDS:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

10.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

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

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

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

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

11.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

12.0 LATE BIDS:

12.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

13.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

14.0 EXTENSION OF BID SUBMISSION DATE:

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

15.0 BID OPENING AND EVALUATION:

15.1 Company will open the Technical Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-IV) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

15.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

15.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

15.4 Bids which have been withdrawn pursuant to clause 13.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

15.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

15.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

15.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

16.0 OPENING OF PRICED BIDS:

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

18.0 CONTACTING THE COMPANY:

18.1 No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 15.6.

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

19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the BEC/BRC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within **02 Weeks from the date of issue of Letter of Award (LOA).**

22.1 The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s. Oil India Limited and payable at Noida/Delhi. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-VII) must be submitted along with original copy of PBG.

22.2 Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i.If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at

Noida/Delhi.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

Bank Details of Beneficiary: OIL INDIA LIMITED		
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	CAG BRANCH II, New Delhi
c	Branch Address	4 TH AND 5 TH FLOOR, REDFORT CAPITAL PARSVNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
d	Bank Account No.	30192825337
e	Type of Account	Cash Credit/Overdraft
f	IFSC Code	SBIN0017313
g	MICR Code	110002562

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name& Deposited Amount etc.**

- a. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/ Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- b. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

22.3 Performance Security shall not accrue any interest during its period of validity or extended validity.

22.4 The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the 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 (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code –HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

a) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

b) Further correspondence against BG towards Performance Security must contain the Contract Number.

22.5 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

22.6 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

23.0 SIGNING OF CONTRACT:

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

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

24.0 INTEGRITY PACT:

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

24.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

24.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of

Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

24.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail IDs: rpawar61@hotmail.com; ramphal.pawar@ips.gov.in
- b. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com
- c. Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com

25.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

26.0 SPECIFICATIONS:

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

27.0 GOODS AND SERVICES TAX:

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

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

- 27.2** Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

27.3 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

27.4 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

- 27.5** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the

part of the contractor.

- 27.6** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 27.7** GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 27.8** 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.
- 27.9** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 27.10** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 27.11** The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 27.12** In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.

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

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

24.0 SPECIFICATIONS:

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

25.0 Along with the Techno-Commercial bid, bidders must submit duly filled undertaking as per format provided vide **Annexure-III** as undertaking towards submission of authentic information/documents.

(END OF SECTION-II)

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

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

2.0 BASIC ELIGIBILITY CRITERIA:**2.1 The bidder must be incorporated/constituted in India and must maintain 20% or more local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Public Procurement (Preference to Make in India-2017, revision vide Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT & Letter No. FP-20013/2/2017-FP-PNG- Part(4) (E-41432) dated 26.04.2022 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

Whether or not the bidders want to avail Preference to Make in India benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as **Proforma-X**].

3.0 TECHNICAL EVALUATION CRITERIA:**3.1 EXPERIENCE:**

- 3.1.1 The bidder must have experience of at least one 'SIMILAR WORK' against one contract of minimum value of **Rs.1.10 Crores (Rupees One Crore and Ten lakh) only** in previous 7 (seven) years to be reckoned from the original bid closing date.

Notes to BEC Clause 3.1.1 above:

- A. SIMILAR WORK means new works including all services such as Construction of Multi-storeyed Buildings including Civil, Plumbing, Water-supply & Drainage,

Electrical works / Structural Repairing and retrofitting Jobs.

- B. Works like Annual Maintenance contracts for civil / electrical works will not be accepted for the purpose of consideration of SIMILAR WORK.
- C. Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. A), must be substantiated by submission of the following documents along with the bid:
- a) Contract document/Letter of Intent (LOI)/Letter of Award (LOA)/Work Order showing detailed scope of work in line with Clause 3.1 above.

And

- b) Anyone of the following documents [out of (1) and (2)]:

- (1) Job Completion Certificate/ Gross Payment Certificate / Work Execution Certificate showing:

- (i) Gross value of job/quantity done.
- (ii) Nature of job done mentioning the Work order no./Contract no.
- (iii) Contract/Work Order period and date of completion

OR

- (2) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

- (i) Work order no. / Contract no.
- (ii) Gross value of jobs/quantity done.
- (iii) Period of Service
- (iv) Nature of Service

- D. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.

- E. Following work experience will also be taken into consideration:

- (a)** If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
- (b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (c)** If the prospective bidder has executed a contract in which similar work is a component of the contract.
- For proof of requisite experience against Para D; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LOA / WO showing details of work along with breakup of similar work and its value

/ quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed similar work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

- F. Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- G. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause Nos. 3.1.1 will only be treated as acceptable experience.
- H. SIMILAR WORK executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.
- I. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.
- J. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture / Parent /Subsidiary /Co Subsidiary/Sister Subsidiary/MOU with another party shall not be considered. Bids from 'Consortium of Companies' shall also not be considered.
- K. Bids submitted for part of the work will be rejected.

- 3.1** The Bidder shall submit a copy of MoU /Agreement executed with any specialist agency who is approved applicator of Fosroc /Pidilite/ Sika/ BASF from which he proposes to carry out the work pertaining to structural repairs/rehabilitations and roof treatments with all items to be executed for Special Repair and Retrofit along with their technical Bid. Further, such specialist agency should have valid authorization letter issued by the manufacturer and copy of the same authorization letter is to be submitted by the bidder along with the copy of above MOU/Agreement executed with specialist agency. Bidder shall have to produce original of above documents to OIL as and when asked for. If the bidder does not meet this requirement, their bid will not be considered further.

4.0 FINANCIAL EVALUATION CRITERIA:

- 4.1.1 Annual Financial Turnover of the bidder during any of the preceding 03 (three) financial/accounting years from the original bid closing date should be at least **Rs.39.70 Lakhs (Rupees Thirty Nine Lakh and Seventy Thousand)** only.
- 4.1.2 Net worth of bidder must be positive for the preceding financial/ accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause 4.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies 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 & Net worth as per format prescribed in **PROFORMA-I**.

OR

(ii) Audited Balance Sheet along with Profit & Loss account.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-II**.

c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.

e. Bid will be rejected if not accompanied with adequate documentary proof in

support of Annual turnover and Net worth as mentioned in Para 4.0.

5.0 COMMERCIAL EVALUATION CRITERIA:

- 5.1** The bids are to be submitted in Single Stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid separately in the OIL's e-Tender portal. The Un-priced techno-commercial bid or Technical bid must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid;** otherwise, the bid shall be rejected straightway.
- 5.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above shall be treated as nonresponsive and rejected.
- 5.3** The bidder should quote for all the items mentioned in the Bidding Format, failing which their offer will be rejected.
- 5.4** **Bid Security** in Original (except those exempted) shall be furnished as a part of the Technical Bid. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the scheduled bid closing date.
- 5.5** **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **"ANNEXURE-I- Integrity Pact"** of the tender document. This Integrity Pact ANNEXURE has been duly signed digitally by OIL's competent signatory. The ANNEXURE has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 5.6** Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.7** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 5.8** Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 5.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.10** Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing

date) will be rejected as being non-responsive.

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

- (i) Firm price
- (ii) Bid Security Declaration
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

5.12 Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.

5.13 Only one bid against a party offering individually as well as under Proprietorship firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

5.14 The Bids and all uploaded documents must be digitally signed 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[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

6.0 PRICE EVALUATION CRITERIA:

6.1 Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

6.2 Price Bids of only techno-commercially qualified bidders will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total Evaluated Contract Cost (in Rs.) including all taxes and GST.

In case, it happens to be more than one L1 bidders, then draw of lots will be conducted amongst them to determine their ranking

- 6.3** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.4** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 6.5** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any. Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 6.6** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 6.7** However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 6.8** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 6.9** When a bidder mentions taxes as extra without specifying the rates, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 6.10** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 6.11** **PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is not applicable for this tender.

7.0 **GENERAL:**

- 7.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and

binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.

- 7.2** Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.
- 7.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.4** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 7.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 7.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 7.8** Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.
- 8.0** **COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.
- 9.0** **CHECKLIST FOR BEC-BRC**: Enclosed COMMERCIAL CHECK-LIST (PROFORMA-XI). To be submitted along with the technical un-priced bid.

(END OF SECTION-III)

GENERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“SPECIAL REPAIRING, RETROFITTING, ADDITION & ALTERATION TO SERVANT QTR BLOCKS OF OIL INDIA RESIDENTIAL COMPLEX AT SECTOR -15A, NOIDA”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.10 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

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

- 2.1 **Effective Date, Date of Commencement of the Contract:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract as well as the Date of Commencement of the Contract.
- 2.2 **Mobilisation Time, Date of Commencement of the Work:** Contractor must mobilise his men, materials, equipment and be ready to commence work within 01 (one) week from date of issue of Letter of Award / Mobilisation Notice. The date on which the mobilisation is complete and the contractor is ready to commence work or

(one) week from date of issue of Letter of Award to commence work by OIL, whichever is earlier, shall be the Date of Commencement of the Work.

- 2.3 **Duration of Contract:** As defined in Scope of Work and Special Conditions of Contract.

3.0 CONTRACTOR'S PERSONNEL:

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

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

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

6.0 PAYMENT TERMS:

- 6.1 No advance payment will be made against this contract.
- 6.2 Payment will be made on monthly basis within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.
- 6.3 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 6.4 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 6.5 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

7.0 TAXES AND DUTIES:

- 7.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 7.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 7.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 7.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

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

8.0 GOODS AND SERVICES TAX**8.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 8.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 8.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 8.7.2 The bids will be evaluated based on total price including **GST**.
- 8.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 8.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 8.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 8.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

- 8.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 8.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 8.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 8.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 8.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

8.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

8.26 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

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

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

8.27 Anti-profiteering clause

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

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

9.0 INSURANCE:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its subcontractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

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

11.0 SUBSEQUENTLY ENACTED LAWS:

- 11.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 11.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 11.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 11.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

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

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

13.0 WAIVERS AND AMENDMENTS:

- 13.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 13.2 Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 14.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with

prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

14.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

14.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company

15.0 NOTICES:

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

Company**Contractor**

- a) **For contractual matters**
General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A, NOIDA-201 301

Tel: 0120-2419129

E-mail: bintymasharma@oilindia.in

b) **For matters relating to Scope of Work**

Deputy General Manager (Civil)

Oil India Limited

Plot No. 19, Sector-16 A, NOIDA-201 301

Mob: 8331824958

E-mail: dcbharali@oilindia.in

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

16.0 HEADINGS:

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

17.0 ASSIGNMENT AND SUB-LETTING:

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

18.0 FORCE MAJEURE:

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

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

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

19.0 TERMINATION:

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate this Contract on account of 'Force Majeure' as set forth in Para 18.0.

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

19.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

19.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

19.9 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

20.0 APPLICABLE LAW:

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

20.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force

from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

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

21.0 LIABILITY:

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

whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

21.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

22.0 CONSEQUENTIAL DAMAGE:

22.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

23.0 WITH-HOLDING:

- 23.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:
- a) For non-completion of jobs assigned as per Section-V.
 - b) Contractor's indebtedness arising out of execution of this contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
 - j) With-holding will also be effected on account of the following:
 - i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv. Any payment due from Contractor in respect of unauthorised imports.
- 23.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- 23.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

24.0 INDEMNITY AGREEMENT:

- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold the Company and its co-leases harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death of personnel, or damage to property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 24.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents,

contractors and sub-contractors or their employees on account of bodily injury or death of personnel, or damage to property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

25.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

26.0 MISCELLANEOUS PROVISIONS:

- 26.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 26.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 26.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 26.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

27.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

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

28.0 SET OFF:

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

29.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

c) The number of arbitrators and the appointing authority will be as under:

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

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

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

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

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

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

l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

m) The venue of all arbitrations under 29.1 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

29.2 ARBITRATION CLAUSE FOR SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES (CPSES) INTER SE AND CPSE(S) AND GOVERNMENT DEPARTMENT(S)/ORGANIZATIONS(S) - ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

30.0 CHANGES:

30.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

30.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section V). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 27.0 hereinabove. Contractor's performance of the work as changed will

not prejudice Contractor's request for additional compensation for work performed under the Change Order.

31.0 ROYALTY AND PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

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

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

33.0 PERFORMANCE SECURITY:

The Contractor has furnished Performance Security for an amount of Rs. _____ (Rupees _____) [*Not to be filled up by while submitting the Bid. This will be filled up by OIL subsequent to award of contract to the successful bidder*] vide Bank Guarantee No. _____ issued by _____ and validity up to _____. The Performance Security shall be valid up to 90 days beyond Defect Liability period (if any). The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the Performance Security. The "Performance Security" will be refunded to the contractor not later than 30 days following its expiry, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

(END OF SECTION-IV)

SCOPE OF WORK

1.0 The scope of work envisaged under this tender covers as per tender specifications, drawings, and standards etc. In general job shall be done as per CPWD specifications. However brief specifications are given here under for general guidance purpose of the tenderers. It shall clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour and all other taxes & levies but excluding GST. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work. In general, the scope of work covers the following but not limited to:

- a) Dismantling/scrapping of damaged areas of existing building.
- b) Repair retrofitting of existing building ground floor for storage, 1st floor and 2nd floor with overhead PVC water tank/s at terrace including complete interior and exterior
- c) painting, tiles work etc where ever necessary.
- d) Dismantling of damaged slab and repairing of same by re-bar and concreting with M30 grade of Concrete/ Supply & fixing 12mm dia steel sheer connector in grid pattern in
- e) between old core and new concrete.
- f) Providing & Pouring Micro concreting of M-40 grade.
- g) Treatment of RCC members by Cleaning existing surfaces of RCC members/ Further, cleaning using biocide/ Spray a coat of primer/ Apply a coat of neat Aliphatic Acrylic
- h) anti-carbonation (ACC) over the primed surface with air I spray gun.
- i) Removal of Plaster and finishes all around the column, slab and beam / Removal of cover concrete/ Cleaning exposed concrete substrate/ Removing visible rust along the
- j) length of reinforcement/ cleaning of all exposed bars/ Apply a single coat of Alkaline rust remover/ Apply two coats of Epoxy based zinc rich /phenolic anti corrosive protective
- k) system on bars.
- l) Providing, mixing & applying two component Epoxy resin concrete Bonding coat / application of Polymer modified cementitious mortar over epoxy bond.
- m) Opening of crack by making a ' V' notch/groove/ cleaning ' v' notch/groove/ Drilling hole of 16mm dia and about depth d/2 (d= thickness of concrete)/ inserting 12 mm dia
- n) flexible PVC one way injection nipple in the hole drilled above and fixing the nipple with the help of fast setting epoxy putty/ Seal the surface around the nipple and the area of
- o) crack between successive nipples with epoxy putty/ injecting resin with shrinkage free low viscous epoxy resin-based injection grout.
- p) Treatment of porous/ honeycombed core concrete.
- q) Drilling & chemical anchoring of new rebars/stirrups.
- r) Replastering exterior and Interior walls with finishing of exterior walls with textured exterior paint and interior walls with premium acrylic emulsion paint.
- s) Providing doors and windows
- t) Tiles work at bathroom.
- u) Granite work at kitchen platform

E-TENDER NO. CLI3125P23

- v) Plumbing works / sanitary fixtures / internal drainage and internal water supply/ External Sanitary lines.
- w) Constructing brick masonry circular type manhole 0.91 m internal dia
- x) Replacement of Collapsible gate at Garages
- y) Electrical works like rewiring, new MCB / DB installation etc.

2.0 SITE LOCATION: The site is located at Sector 15 A, Near OIL Residential Complex, NOIDA, Uttar Pradesh.

3.0 DURATION OF AGREEMENT AND WORK ORDERS: The contract shall be valid for a period of 20 months from the date of issuance of Work order. Within the currency of the contract period, a gross period Work Order The commencement and sequence of Work Orders shall be depending upon the criticality as per Critical Path Method (CPM) analysis. In case of non-performance or under performance by the contractor, Liquidated Damages (LD) shall be imposed against respective Work Order values. However, the total value and method of evaluation shall be as per Liquidated Damages clause.

4.0 EXECUTION ON ITEM RATE BASIS: The works shall be carried out by contractor on item rate basis, scope of work, technical specifications, special conditions of the tender documents (including any addition/ modification/ alteration/ deletion made from time to time therein found essential for completion of works) for civil and all other works unless otherwise specifically mentioned in the line item.

5.0 VARIATIONS / DEVIATIONS IN ITEMS, SPECS. & QUANTITIES: There is no limit in variation of the quantum or values of the individual items. The rates shall remain firm in all the cases. The Engineer-In-Charge (EIC) may increase or decrease the quantity of individual items to any extent based on costs and technical optimization or any other reason it shall in EIC's opinion be desirable. The contractor shall be responsible for fair rates quoted against individual items irrespective of its quantity or its combination with other items. The rates are deemed to have sufficient profit margins, overhead, site conditions and other uncertainties factors in the project. The Engineer-In-Charge may discard any of the items having unreasonably higher rates quoted than the prevailing market trend, and instruct for opting alternate deviated items from CPWD-DSR or partial substitution from the market or may go for separate third party independent procurements. The contractor shall not object to the decision in the pretext of gross loss or otherwise. The Engineer-In-Charge may accept minor deviations in the item specifications provided the same is technically acceptable and financially not implicating significant changes in his/her opinion. The Engineer-In-Charge may also discard any of the items without citing reasons to the contractor. The Engineer-In-Charge may also ask for the best quality materials amongst the approved list. The contractor shall not contest to the above or ask for justification. The decision of the Engineer-In-Charge shall be final and binding on to the contractor.

6.0 Payment shall be at actuals based on the prices mentioned in the Schedule of Rates of the Contract.

7.0 RATES FOR SUPPLEMENTARY ITEMS: Item deviations shall not be permitted in general. However, in case of unavoidable circumstances Engineer-In-Charge may advise for supplementary / deviated items as per job requirements. The payment rates for such items shall be adopted flat from the CPWD-DSR 2021 after deduction of flat 14.05% GST component (pre included in DSR) and then added with contractor's quoted percentage % adjustment (markup/discount), but without adjustment for applicable Cost Index or otherwise. **The formula for calculation shall be [Contract Rate = (DSR2021/1.1405) x (100% +- quoted % markup/rebate)].** The items specification shall be of nearest possible descriptions

E-TENDER NO. CLI3125P23

with the CPWD-DSR. The interpretation of similarity and decision thereon by the Engineer-In-Charge shall be final and binding. In case customization of rates are necessitated, such items shall be analyzed as per CPWD's Delhi Analysis of Rates (DAR-2021) format where the input rates would be the actual cost incurred (without GST component) subject to furnishing of documentary evidences (genuine GST invoice wherever applicable). The basic rates and coefficient wherever applicable shall be as per DSR'2021 with quoted percentage markup/discount. No additional costs shall be added for royalty, octroi etc. which is deemed to have taken care by quoted percentage markup/discount.

8.0 DISCLOSURE OF INPUT COSTS: The contractor may be asked for procurement details of some major items (e.g. cement, reinforcement, aggregates, Bricks, electrical, sanitary) or entire items of the project such as individual invoices of material procurement, source of procurement, transportation, manufacturer's details, materials details, testing certificates, details of wage payments to the work-site labourers etc. All original documents shall be maintained by the contractor, and a set of relevant copies self-certified by the contractor shall be submitted to the Engineer- In-Charge, as and when asked.

9.0 CONTRACTOR'S RESPONSIBILITY IN UNDERSTANDING THE CONTRACT: The contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be the responsibility of the contractor to incorporate the changes that may be different from the scope of work envisaged at the time of tendering and as actually required to be executed. The contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website or made available to him at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. OIL shall not entertain any claim of the contractor on account of error or omission by him in this respect.

10.0 STATUTORY APPROVALS: For obtaining all statutory approvals during construction / repairing of the buildings, the contractor shall be responsible on behalf of OIL or on his behalf unless otherwise parameters are fully dependent on OIL. The Contractor will arrange water for construction purposes and temporary electrical connections with his own cost. Necessary liaison to be undertaken wherever required with no extra claim. All the approvals shall be taken before the scheduled completion period and in any case before the work can be taken over. The contractor shall obtain necessary entry/exit gate pass for men, materials, vehicles as in force & wherever applicable in requisite forms as per requirement by RWA SECTOR 15 A, NOIDA and other areas as instructed by the EIC/Executives or authorized representatives. All such copies shall be preserved & maintained by the contractor & produced to EIC if insisted by him. However, if any statutory payment (s) / fee (s) is/are required to be paid by the contractor, the same shall be reimbursed by OIL, on production of receipt / vouchers.

11.0 ORDER OF PRECEDENCE OF DOCUMENTS: The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) and other conditions of the tender documents. In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

E-TENDER NO. CLI3125P23

- a) Work Order (for start and end dates)
- b) Deviation Orders / Site Order Book
- c) Schedule of Quantities /Descriptions in line items
- d) Field Test Reports
- e) Statutory directives
- f) Technical specifications in this contract
- g) Special Condition of Contract.
- h) Relevant B.I.S. Codes
- i) Latest CPWD/Specifications
- j) Tender Document & Amendments

12.0 SUB-LETTING OF SPECIALIZED JOBS: Sub-letting the certain specialized items may be permitted with permission from the Engineer-In-Charge. However, responsibility in entirety shall always rest with the primary contractor in all respect. The eligibility of nature of the specialized jobs and the nature of sub-contractor vendor (e.g., authorized service provider) shall be as decided by Engineer-In-Charge.

13.0 FREQUENCY OF BILL PAYMENT: The mode of payment may not be oftener than monthly. Payment of works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest with the discretion of the Engineer- In-Charge. Contractor has to submit their claimed measurement details (against completed payable items) in soft copy in spreadsheet (MS excel sheet) to the Engineer-In-Charge in the FORMAT of CMB (Computerized Measurement Book) as generally practised by CPWD or OIL Civil Engineering section. The measurement shall be verified jointly by the contractor and Engineer-In-Charge or his authorized representatives. Subsequently, contractor shall raise invoice against the undisputed measurements along with supporting documents if any for payments.

14.0 COMMUNICATION FOR SITE WORKS: In addition to usual written communication, the other mode of retrievable communication such as e-mail etc passed on to the contractor or his representatives shall deemed to be valid instruction for the purpose of site related day-to-day activities. However, vital formal communications shall be by way of usual signed formal letters/documents only.

15.0 SAFETY CODE: Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with BIS guidelines (published in relevant IS codes), CPWD Safety code and any other safety directives issued by Engineer-In-Charge from time to time. Toolbox meeting / safety briefing shall be conducted with work force before commencement of every hazardous works including works in heights. Full time safety net shall be laid around the structure from all practicable sides from floor slab level 2 onward with proper props as approved by Engineer-In-Charge.

The contractor shall carry out the work in such a way that no hindrance or injury is caused to the personal at sites, workshops, stores, buildings, offices, work areas and to the other agencies working in the area, without causing any damage to the existing facilities, equipment, property etc. Any damage so occurred to person/ property of OIL shall be made good by the Contractors at his / their own cost or as directed by the Engineer-in-charge. The Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work-accident to any of the contractor's employed persons.

E-TENDER NO. CLI3125P23

The Contractor shall also adhere to HEALTH, SAFETY & ENVIRONMENT (HSE) measures as per SECTION X while performing the works under this contract.

16.0 WATER DURING CONSTRUCTION: The contractor shall arrange water fit for the purpose of drinking and construction at their own cost. Contractor shall install PVC storage tank of adequate capacity for drinking purpose. Uncontrolled usage of water for construction purpose or for labour camp and un-managed discharge of effluent shall not be permitted at the site.

17.0 ELECTRICITY DURING CONSTRUCTION: The contractor will make his/their own arrangement for power supply. All the works of the contractor shall be done as per Indian Electricity Act and Rules framed there under and approved by the Engineer-in- Charge. The temporary connection lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other work due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The power connection shall have valid permission from the concerned authority. Noiseless DG shall be arranged in case of non-availability of power supply at remote corners or otherwise with permission from statutory bodies.

18.0 CONSTRUCTION PLAN TO BE SUBMITTED: Contractor shall to submit construction activity plan, material storage, Tower Crane position (if any), vehicular movement plan, labour camp, water and electricity plan etc to OIL approval before issuance of Work Order. The plan is to be prepared to ensure the following and is to be applied effectively during the whole construction phase:

- a) Demarcate area on the site plan to which the site activities would be limited during construction by the contractor. The demarcated area should be separated from the rest of the site through a physical barrier.
- b) Construction materials such as sand, aggregate etc. to be stored in demarcated areas within low height enclosures to limit spillage, waste and site contamination due to winds.
- c) Location should be identified on the construction site to store the used/scrap wastes. Both these wastes should be separately stored in Bins and handed over to authorized agencies for safe disposal.
- d) Location for other ancillary set ups.

19.0 ENGAGEMENT OF SPECIALIZED AGENCY: The Contractor shall engage competent and experienced specialized agency (as the case may be) approved by OIL for execution of items like SPECIAL REPAIR & RETROFIT Electrical works, etc as required. The Contractor will submit the credentials of the specialized agencies for approval by OIL. However, the entire responsibility towards quantity and quality of the entire project including services shall remain with the main Contractor. Nothing extra will be paid on this account.

20.0 ENABLING WORKS: Enabling works and other site arrangements shall not be payable. Enabling works shall be as directed by Engineer-In-Charge as per requirement of the project from time to time. The contractor shall comply without claiming for any compensation. Some of the enabling works are as tabulated below (Not exhaustive).

Description (Minimum requirement)

1. SITE OFFICE:

A decent office for meetings, discussions etc with Table, chairs ,toilet(gents & ladies), desktop/laptop and printer

E-TENDER NO. CLI3125P23

2. **SITE LAB:**
A site lab for site testing like Slump test etc.
3. **CEMENT GODOWN:**
As per CPWD specification with minimum capacity of 600 bags with first- in, first-out provision
4. **ENVIRONMENTAL CONSERVATIONS, AIR AND SOIL POLLUTION CONTROL:**
 - a) Continuous PPGI barricading sheet with height 5.0m, from ground/ road level within 3 months from the commencement of the works. In case of existing boundary walls or new wall being constructed, the balance height may be covered with appropriate materials like Polyethylene UV stabilized green sheet.
 - b) Erosion channel with mesh/bunds and sedimentation tanks during monsoon to prevent site erosion or to reduce movement of soil outside during the project.
 - c) Acoustic diesel generator sets (complying CPCB norms), stack height 3 m from the top with a cap etc.
5. **ACCOMMODATION LABOUR CAMP:** For Maximum 30 on-site resident labourers with amenities like canteen toilets etc. as per Govt/CPWD directives
6. **AREA LIGHTING:** Adequate lightings with poles and LED lights sufficient lux required for construction during night in case of insufficient illumination for works/surveillance.
7. **WATER STORAGE TANK:** Adequate UG (masonry with impervious layer) tank and PVC storage tanks with proper pumps, plumbing and fittings.
8. **MANNED SECURITY GATES:** Proper Security hut with security in shifts.

NB:

1. The size, arrangement, specifications, list of items etc. may be variable with layout as approved by the Engineer-In-Charge.
2. In case of non-compliances on any of the above requirements by the contractor within 7 days of intimation, the Engineer-In-Charge may engage any available third parties on nomination basis (without going through public procurement method) at the cost and risk of the contractor, whose payment shall be made by the contractor or recovered from the contractor's payment/PBG.

21.0 WORK IN MONSOON AND SUMMER: The Contractor must maintain minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost. During summer heat, the contractor shall ensure necessary safety measures of the workers against scorching summer heat in the form of loo or otherwise. In case of works stoppage on account of above, the cause and duration shall be recorded in the Hindrance Register duly countersigned by the Engineer-In-Charge for validation.

22.0 WORKING PERIOD AND SHIFTS: The working time at the time of work is 48 hours per week. Overtime work is permitted in cases of need, however OIL shall not compensate the same in any manner. Contractor shall obtain Labour Licence of minimum 40 labourers for peak engagement. Full time labourer shall not be less than 30 labourers camped at the site from the second month onward after commencement. Shift working up to 2 shifts per day will be operated whenever necessary to commensurate the work progress. The contractor shall take this aspect in to consideration for formulating his rates in the bid. No extra claims will be entertained on this account. The contractor

E-TENDER NO. CLI3125P23

must arrange for the placement of workers in such a way that delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. OIL shall not entertain any claim for idle time payment whatsoever. For carrying out critical work on Sundays and holidays, the Contractor shall approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

23.0 COORDINATION AMONGST VARIOUS WORKS: There will be instances where more than one agency is working at the same time at the site. The contractor shall at all times remain bound to co-ordinate with the agencies, deployed for the above works, including providing free access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes / additions / alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by OIL. The contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

24.0 PROPER WORK DECORUM: The employees of the Contractor must maintain decorum at site for carrying out jobs. In no case any of his team members shall enter into any argument or dispute with the public/residents of Sector 15A, Noida or any person. The Contractor must ensure that the personnel engaged by him are of good character and integrity. If any contractor's person is found to misbehave with the public/residents of Sector 15A, Noida, the contractor will have to replace him within twenty-four hours of complaint lodged verbally or in writing by the Company's Engineer. If any of the contractor's persons is found to work under the influence of alcohol, contractor shall have to replace him within twenty-four hours of complaint lodged verbally or in writing by the company's Engineer.

25.0 TECHNICAL SPECIFICATIONS: All the materials, workmanship, methodology or any other parameters shall be Material specifications, workmanship and methodology of various items shall be as per latest IS Codes published by BIS or CPWD specifications or approved manufacturer's standard recommendations (in the order of preference) unless otherwise mentioned in this contract. Interpretation and direction of the Engineer In-Charge shall be final and binding on the contractor. The contractor or their representative shall not contest on technical requirements.

All materials to be used for the jobs shall be shown to the Engineer-In-Charge for quality checks/inspection followed by approval for utilization. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

26.0 DEFECT LIABILITY: The defect liability for the property and all the items shall be 12 months from the date of actual completion or end of Work Order period whichever is later unless otherwise specifically mentioned. However, in case of specialized items where such period mentioned/requirement is higher than 12 months, higher period will be applicable.

27.0 PENALTIES AND RECOVERIES: Apart from Liquidated Damages, penalties and recoveries will be levied on various ground as mentioned below:

- 1) Recoveries for direct or indirect damages to OIL's property, assets or services etc if not corrected by the contractor or any works / material supply through third party due to non-compliance by the contractor. Value assessed by OIL + 25% mark up

E-TENDER NO. CLI3125P23

(In case of disagreement, the contractor may appeal OIL for further review with his valuer representative)

- 2) Non-Deployment of requisite Technical Manpower As per relevant clause
- 3) Non-Deployment of Tools and Plants as per relevant clause
- 4) Non-Deployment of Lab and office equipment as per relevant clause
- 5) Non-Compliance to the safety guidelines. Proper staging/scaffolding, safety net, non-conducting of Helmet, harness, lifeline, safety shoes, **Rs.1,000/-**(One thousand) for each instance of lapse. Penalty to be levied with written warning by EIC with photographic evidence wherever applicable. This shall be at the discretion of the EIC.
- 6) Non-adherence to Housekeeping after first instruction. Rs. 500 (Five hundred) for each instance of serious lapse as decided by EIC. Penalty to be levied with written warning by EIC with photographic evidence wherever

28.0 MINIMUM TOOLS, PLANT AND MACHINERIES: The list of minimum tools, plant and machinery to be provided by the contractor during the execution of the project. The deployment of such equipment shall be within 14 days of intimation to the contractor. Non-deployment of the equipment within stipulated time may invite penalty equivalent to daily/hourly rental for the delay period which shall deducted from the bill as deemed by Engineer-In-Charge. The rental for the purpose shall be as per CPWD basic rates or prevailing market rate (based on single quotation collected by Engineer-In-Charge with or without intimation to the contractor) whichever is higher.

LIST OF MINIMUM TOOLS, PLANT AND MACHINERY

Sr. No.	Description	Quantity	Period
a)	Fully automatic Batching Plant for RMC, capacity 30 cum per Hr, Concrete pump, boom pump	1 set	for all building RCC
b)	Welding machine set	As required	Whenever instructed
c)	Backhoe loader (JCB)	As required	Whenever instructed
d)	Diesel concrete mixer with hopper (Full bag capacity)	2 Nos	Whenever instructed
e)	Pickup/Utility vehicle + Two-wheeler	1 set	Full time
f)	Water Tanker	1 No.	Full Time
g)	Steel cutting & bending machine	5 Nos.	Whenever instructed
h)	Tower Crane Min 15m height and 15m cantilever	2 Nos.	Whenever instructed
i)	Transit concrete Mixers	2 Nos.	During concreting works

E-TENDER NO. CLI3125P23

j)	Formwork/shuttering(aluminium/steel/pl ywood)	As required	During RCC works
k)	Steel treaded props / cup lock scaffolding/Net	As required	During RCC works
l)	Stair Tower/ Access scaffold	up to 15m height	During RCC works
m)	Needle vibrators	10 nos	During RCC works
n)	Plate vibrators	5 nos.	During RCC works
o)	Tractors with trolley	2 nos.	Whenever instructed

Note:

- a) The quantities and list of equipment mentioned above are tentative and can be increased/ amended as per the requirement of work OR as per the direction of Engineer-in-Charge. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents.
- b) Use of Ballies, bamboos, dented forms or any other traditional forms, shuttering/props/ staging etc. shall not be allowed at the site.
- c) Contractor will not be allowed to take out equipment from the site without the written permission of Engineer-in-Charge.

29.0 INSURANCE: The contractor shall arrange at his own cost 'Contractor's All Risk' (CAR) Policy and any other policy pertaining to the project for value and coverage as deemed necessary by Engineer-In-Charge.

30.0 TECHNICAL MANPOWER: The contractor shall depute the minimum set of technical manpower as per site requirement within 10 days of issuance of formal Work Order (in case of full time personnel) or after instruction issued by Engineer-In-charge (in case of part time personnel). The contractor shall obtain the resumes/ credential certificates against all the personnel and shall maintain register and will be required to produce to Engineer In Charge if asked for. The contractor should ensure to the extent possible that same engaged personnel remain till end of the project. In exceptional case of repatriation, the contractor shall ensure replacement personnel immediately within next day. Penalty shall be levied on per day basis for non-deployment of the above manpower after cut-off date as instructed by the Engineer-In-Charge. One day weekly off shall be permitted in staggered manner with roster as approved by Engineer-In-charge. However, weekly one rest day and holidays maximum up to 10 days during the year against a designation may be exempted from penalty unless otherwise job exigency arises as deemed by Engineer-In-Charge. The personnel shall be available during all shifts of working time. The above shall not absolve the obligations of the contractor. All risks and liability shall remain with the contractor.

LIST OF MINIMUM TECHNICAL MANPOWER

1. Civil Engineer/ Jr Engineer for Planning & Supervision & Measurement & Quality control

E-TENDER NO. CLI3125P23

2. Electrical Engineer / Supervisor.

31.0 QUALITY CONTROL / TESTS: Quality control shall be monitored from time to time during the works execution. Various Lab / field tests as directed shall have to be performed by the contractor without any extra cost to the company. The necessity, types and frequency of such tests shall be at the discretion of the Engineer-In-Charge which he/she considered necessary based on the factors such as job nature of items, workmanship, quantum of the items etc.

LIST OF MINIMUM MEASURING, MONITORING AND TESTING EQUIPMENT

- a. Digital Weighing Machine (0-5 kg) 1 no
- b. Slump test apparatus 2 nos
- c. Set of sieves for grading of coarse aggregates 1 set
- d. Set of sieves for grading fine aggregates 1 set
- e. Sampling Trays 1 no
- f. 150X150X150 IS marked Cube Moulds 18 nos
- g. Measuring Cylinders - 1000ml, 500 ml, 100 ml 1 set
- h. Wash Bottles, Capacity 500 ml 1 set
- i. Vernier caliper 1 set
- j. Screw gauge 1 set
- k. Digital distance meter 1 set
- l. 3m, 5m 30m 50m tape and steel rules 1 set

NOTE

- a. The quantities of equipment indicated are tentative and can be increased as per the requirement of work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents.
- b. The contractor will not be allowed to take out equipment from the site without the written permission of Engineer-in-Charge.

32.0 MANDATORY TESTS: The contractor shall perform mandatory tests as per BIS / CPWD norms or as directed by the Engineer-In-Charge. These tests may be exempted for non-critical works irrespective of gross quantities and prescribed frequencies.

33.0 SECURED ADVANCE: Not applicable for this tender.

34.0 PROJECT SCHEDULE AND TRACKING: The Contractor has to submit the Master Gantt Chart before execution of Job and the same has to be categorically confirmed by the Contractor. This Gantt Chart may be reviewed with the successful bidder during execution of job of the project and deviation to the extent of 5% may be allowed at the discretion of OIL. However, the entire project has to be completed within the specified time limit (20 months). The contractor shall execute the works so as to complete the works within the stipulated completion time for each and every individual activity as per the Master GANTT CHART. If the contractor fails to meet individual activity target completion as per master GANTT CHART (unless otherwise justified with sufficient acceptable ground), penalty shall be levied against each individual activity at the rate of 10% of the respective activity value, which shall be retained as provisional 'Retention money'.

35.0 ACTIONS ON NON COMPLIANCE OF WORKS: The contractor shall complete the work within the time specified by the Engineer-In-Charge failing which the company shall have the right to get the work done by any other means. Unless otherwise specified, such notice period shall be 7 days from the date of receipt of such instruction. In case the contractor exhibits:

- a) Underperformance with slow progress
- b) Delivering poor workmanship/materials
- c) Non-compliance of the instructions
- d) Abandons the Agreement
- e) Any other disobedience affecting the interest of the job,

Then the Engineer-In-Charge shall have the right to get it executed through any other agency on behalf of the contractor on nomination basis at the risk and cost of the

contractor. Such works through third party may be on higher than the contract rates, to which the contractor shall not have any claim whatsoever. The cost incurred by OIL for such works will be recovered from the outstanding bills of the contractor or from his security deposit with the Company.

36.0 MEASUREMENT: Engineer-in-charge shall, except as otherwise provided, ascertain, and determine measurement and the value in accordance with the contract work done. All measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) and/or level field book so that a complete record is obtained of all works performed under the contract. All site measurements wherever applicable shall be taken jointly by OIL and the contractor. If the contractor or his authorized representative does not remain present at the time of measurements after the contractor has been given a notice of 1 day in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by Engineer-In-Charge shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels. All work to be measured as per latest IS standards with up-to-date corrections.

37.0 DRAWINGS: The Contractor will prepare a layout drawing of the existing building without any alteration or modification unless specified by Engineer In Charge and has to submit the same to EIC prior to the start of the job.

38.0 APPROVED MAKES/ MODELS: The approved makes / models with sample picture for the project are as listed below (Make). This list is not sacrosanct. The Engineer-In-Charge shall also have the discretion to adopt item from other makes not listed in 'Approved Makes' but within the same range as, on finding better technical specification /reliability /suitability factors in the un-listed items. From approved item list, irrespective of the market prices, the Engineer-In-Charge may ask for best of the options from amongst the approved lists. Contractor is deemed to have quoted rates considering higher range products. On not finding satisfactory in quality at the time of execution, the Engineer-In-Charge may also discard/reject any of the items even though the same listed in approved make. At the time of execution, when an item is not approved by the Engineer-In-Charge on quality/technical ground, the contractor shall not insist on to supply such less costing inferior material as a matter of their contractual rights, even though the same was of approved make mentioned in this contract document.

39.0 SPECIAL TECHNICAL CONDITIONS - CIVIL WORKS

E-TENDER NO. CLI3125P23

Unless otherwise specifically mentioned in SoQ or elsewhere in this contract, all the technical specifications shall be guided by:

(1) CPWD SPECIFICATIONS 2021 (VOL. 1 & 2)

Published DIRECTOR GENERAL, CPWD, New Delhi For details visit:-

<https://cpwd.gov.in/>

(2) Relevant INDIAN STANDARD (IS) CODES Published by Bureau of Indian Standards, New Delhi

For details visit:-<https://bis.gov.in/>

COMPOSITE LIST OF MAKES:

COMPOSITE LIST OF MAKES				
SNO.	DESCRIPTION	MAKES		
1.	Ordinary Portland Cement / Portland Pozzolona Cement	ACC	Ultratech	J. K Cement
		Nuvoco	Ambuja Cement	Vikram
2.	White Cement	Birla Cement	J.K. White	Travancore Cements Ltd
3.	Ready Mix Concrete	ACC	Nuvoco	JK Cement
		Unitech	Ultratech	Prism RMC
4.	Reinforcement Steel (TMT-Fe 500)	SAIL	Tata Steel	RINL
		JSW Steel Ltd	Electrosteel	Jindal Steel & Power Ltd
5.	Structural Steel / M.S. Tube	TATA	JSW Steel Ltd	SAIL
		Jindal Steel & Power Ltd	Rashtriya Ispat Nigam Ltd	
6.	Plasticizer, Super Plasticizer, Admixtures, Other construction chemicals	Asian Laboratories	Fosroc	Pidilite
		Asian Paints-Smartcare	Sika	BASF
7.	Waterproofing Compound (Crystalline)	BASF	Sika	
		Fosroc	Pidilite	
		Asian Paints-Smartcare	Berger	
8.	Waterproofing Self Adhesive	Asian Paints Ltd	Fosroc	Pidilite

E-TENDER NO. CLI3125P23

	(HDPE) Membrane	Ardex Endura	Star Coating	Sika
9.	EPDM Waterproofing Membrane	Polygomma	Pidilite	STP
		Asian Paints-Smartcare		
10.	PU Elastomeric Membrane (spray applied) for Deck Waterproofing	BASF	Fosroc	Sika
		Pidilite	Asian Paints-Smartcare	Berger
11.	Epoxy Resin for Concrete bonding	Sika	BASF	FOSROC
12.	Epoxy Resin, Epoxy Putty, Epoxy resin Anchoring	sika	basf	fosroc
13.	micro concrete	sika	Fosroc	Basf, or equivalent
14.	Polycarbonate Sheet	Tuflite	Gallina	Coxwell
		DPI Daylight		
15.	Decking Steel Sheet	TATA Steel	Lloyds	JSW
16.	Shuttering Ply	Archid	Century	Merino
		Kitply		
17.	Rebarring Chemical	Trutek	3M India	Birla
		HILTI		
18.	Parallel Threaded Couplers (Compliant to IS 16172:2014)	Dextra	Halfen Moment	G-Tech
19.	Polymer modified Cementious mortar	SIKA	BASF	FOSROC
20.	Flush door / Laminated Flush doors	Century	Green	Merino
		Duro	Archid	Royalsafe
		Kanchan Ply	Kitply	Jayana
21.	Plywood / Veneer / Laminate	Merino	Greenlam	Century
		Archid	Duro	Royalsafe
		Kanchan Ply	Kitply	Virgo

E-TENDER NO. CLI3125P23

22	Expansion Joint – Modular	Sanfield	Hercules	Z-Tech
		Vexcolt	Migua	
23	Polyster Powder Coating Paints	Nerolac	Berger	Akzonobel
24	Silicon based water repellent / Weather Sealant	Dow Corning	Pidilite	Wacker
		STP		
25.	Alkaline rust remover	Fosroc	Pidilite	Sika
		BASF		
26	Wall Putty	Birla Wall Care	JK White	Saint Gobain
		Ferrouscrete	Berger	Asian Paints
27	Curing Compound	Fosroc	Sika	Cico
		STP	Pidilite	BASF
28	Oil Bound Washable Distemper	Asian Paints	Akzonobel Dulux	Berger
		Nerolac		
29	Acrylic Distemper	Berger	Asian	Dulux
30	Premium Acrylic Emulsion paints	Dulux	Nerolac	Asian Paints
		Berger		
31	Cement Primer	BP White (Berger)	Decoprime WT (Asian)	Akzonobel (Dulux)
		Nerolac		
32	Cement Paint	Snowcem Plus	Berger(Durocem Extra)	Nerolac (Nerocem with Titanium)
		Asian	Ultratech	
33	Steel / Wood Primer	Akzonobel (Dulux)	Nerolac	Asian Paints
		Berger	Jenson & Nicholson	
34	Textured Exterior Paint	Akzonobel (Dulux)	Asian (Apex Ultima)	Nerolac Kansai (Excel)
			Spectrum	Berger

E-TENDER NO. CLI3125P23

35	Synthetic Enamel Paint	Akzonobel (Dulux)	Asian (Apolite)	Kansai Nerolac (Synthetic Enamel)
		Berger		
36	Epoxy Paint	Kansai Nerolac	Asian Akzonobel(Dulux)	FOSROC
		SIKA		
37	Epoxy Flooring	Flowcrete	BASF	FOSROC
		SIKA		
38	Welding Electrodes	Advani	L & T	Modi
39	Stainless Steel Hardware	Godrej	KICH	OZONE
		Ebco		
40	Ceramic Tiles / Glazed Tiles	Kajaria	Somany	NITCO
		Qutone	H&R Johnson	Vermora
41	Vitrified Tiles (Antiskid / Matt / Glazed)	Somany	Kajaria	NITCO
		Qutone	H&R Johnson	Vermora
42.	Cement Concrete Tiles (designer Tiles)	Unistone	Ultra	Eurocon
43.	Paver Block &Kerb Stone	NITCO	Dalal Tiles Industries	Ultra
44.	Tile / Stone Adhesive / Tile / Epoxy Grout	Pidilite	Ferrous Crete	MYK Laticrete
		Fosroc	BASF	Asian Paints
45.	Dash / Anchoring Fasteners	Trutek	Axel Industries	Bosch
		Boun	Fasteners India	Wruth
46.	Floor Hardener	Ironite	Fosroc	Sika
47.	Composite Marble / Granite / Engineered Stone	Asian(AGL)	Johnson	Kalinga

E-TENDER NO. CLI3125P23

48.	Water Based Melamine	Asian Paint	Pidilite	Akzonobel Dulux
		Berger		
49.	Anodised Aluminum Hardware (Heavy Duty)	LGF Sysmac	Indalco	Hindalco
		Everite	Godrej	
50.	Aluminum Structural Members – Windows, Glazing and Partitions	Jindal	Indalco	Hindalco
		Nalco	Bhoruka	Indo Alusys
51.	Clear / Float / Frosted Glass	Saint Gobain	AIS	Atul
		MODI Guard	Sisecam Glass	
52.	Stainless Steel Railing, Accessories etc. in Grade SS 316	Ozone	Jindal	Rinox
		Kich		
53	Mirror Glass	Atul	Modi Guard	Saint Gobain
54	Nuts / Bolts & Screws	GKW	Atul	Boun
55	Door/Window Fittings	Godrej	Everite	Dorset
		Hardwyn	Ebco	
56	Door Closer	Everite	Godrej	Hettich
		Hardwyn		
57	Die Cast Patch Fittings	Hettich	Ozone	AssaAbloy
58	Fire Rated Doors	Promat	Navair	Shakti
		Bhawani Fire		
59	Floor Springs	Dorset	Hettich	Everite
60	SS Tower bolt	Lockwood (AssAbloy)	Godrej	Dorset
		Everite	Ebco	
61	SS Butt hinges with ball bearing grade SS 304	Lockwood (AssAbloy)	Godrej	Hettich
PLUMBING & SANITARY				
62	Sanitary Fittings & Accessories	parryware	hindware	Cera
		SONA	Somany	

E-TENDER NO. CLI3125P23

63	CP Brass Fittings	Hindware	SONA	Parryware
64	G.I. / M.S. Pipe	Tata	Jindal (Hissar)	Surya Prakash
		SAIL		
65.	G.I. Fittings	Unik	KS	Zoloto
		R-Brand	Surya	New
66	SS Pipes	Jindal	Tata	Viega
67	HDPE Pipes	Reliance	Jain Irrigation	Oriplast
		Vertex	West Well	Supreme
		Vectus	APL Apollo	
68	DI Pipes	Electrosteel	Jindal	Tata Ductura
69	DI Fittings	Kartar	Electrosteel	Kalinga
		New		
70	CI Fittings	Neel	Kartar	Electrosteel
		RPMF		
71	Float Valve	IVC	Leader	Zoloto
		KSB		
72	UPVC Pipe and Fittings	Astral	Supreme	Finolex
		Prince	AKG	Surya Roshni
		Vectus	PKS Export	APL Apollo
73	PVC Pipe & Fittings	AKG	Supreme	Finolex
		Surya (Prakash)	Vectus	APL Apollo
74	CPVC Pipes & Fittings	AKG	Astral	Supreme
		Finolex	Surya Prakash	APL Apollo
		SFMC		

E-TENDER NO. CLI3125P23

75	Centrifugally Cast (Spun) Iron Pipes & Fittings	NECO	SKF	Electrosteel
		RPMF		
76	Centrifugally Cast (Spun) Iron (Class LA) Pipes	NECO	Electro Steel	TATA
77	Centrifugally Cast (Spun) Ductile Iron Pipes & Fittings	Electro Steel	Jindal (Hissar)	Kalinga
78	C.I. Manhole covers, Frames & GI Gratings	NECO	RIF	BIC
		SKF	Jain Spun Pipe Co.	RPMF
79	SFRC Manhole covers & gratings	KK	OCR	Pargati
		Dalal Tiles Industries		
80	Gun Metal Valves, Globes	Kartar	Castle	Zoloto
		Sant		
81	Floor Traps	Jayana	Chilly	Nirali
82	Water Meter	Capstan	Zoloto	Leader
83	Brass Stop & Bib Cock	Zoloto	Sant	L&K
		Leader	Astral	
84	Non Return Valve (Check valve) ½" to 1¼"	Zoloto	Sant	Leader
		Kartar		
85.	Brass Ferrules	Dhawan Sanitary Udyog	Kalsi	Annapurna
86	Polyethylene water storage tank	Sintex	Polycon	SPL
		Vectus		
87	Insulation for hot water pipes	Lloyd	Armaflex	Careflex
88	Insulation for external / exposed hot water pipe	Lloyd	Armaflex	Careflex
89	Pipe protection for external water supply pipes	Pypkote	Armaflex	Makpolykote
90	Stainless Steel Sink	Neelkanth	Nirali	Jayna

E-TENDER NO. CLI3125P23

		Cera	Anupam	Franke Fabre
91	Stoneware Pipes	Perfect	Hind	RK
92	Gully Traps	Perfect	Hind	RK
93	RCC Pipes (NP-2)	Lakshmi	Sood & Sood	Jain & Co.
		Pragati Concrete		
94	Ball Valves / wafer type valves	Zoloto	Leader	AIP
95	Air Release Valves	Sant	Leader	Zoloto
96	Pipecoat	IWL Ltd	Pypkote	STP
97	CI Double Flanged Sluice Valve	Kirloskar	IVC	Sondhi
		Kejriwal		
98	Adhesives	Duratuff	Pidilite	McCoy Soudal
99	PE-AL-PE	Kitec	Jindal	Supreme
100	Solar Water Heating System	Honey Well	Thermax	Racold
101	Water Heater (Geyser)	Venus	Bajaj Spherhot	Photon
		Racold	Havells	Jaquar
		GSystem		
ELECTRICAL				
102	Distribution Pannls	Legrand	Schneider	ABB
		IndoAsian	Siemens	Control & Switchgear
103	Air Circuit Breaker	Schneider	Siemens	ABB
		L&T	GE	Legrand
		Control & Switchgear		
104	LT Panel	Advance Panel & Switchgear	Adlec	Tricolite
		Control & Switchgear	Neptune	SPC Electrotech
		Ambit	IndoAsian	

E-TENDER NO. CLI3125P23

105	TTA (Type Tested Assembly) Electrical Panels	Schneider	ABB	Siemens
		L&T	Legrand	Neptune - Elsteel
		Control & Switchgear		
106	MCCB	Siemens	Legrand	Schneider
		ABB	Havells	L&T
		GE	IndoAsian	Control & Switchgear
107.	MCB / MPCB	Siemens	Legrand	Schneider
		ABB	Havells	IndoAsian
		L&T (AU)	Control & Switchgear	
108	Modular Type light & power Accessories (Switches, socket etc.) G.I. Switch Boxes	Legrand	Schneider	Havells
		Honeywell	L&T	MK
		ANCHOR		
109.	Multifunction Meters	Schneider	Siemens	Neptune
		Secure	Control & Switchgear	
110	Power Contactor-AC 3 Rating / Capacitor Duty Contactor / Starter / Thyristor Module / Harmonic	Siemens	Neptune	ABB
		Schneider	L&T	
111	APFC Relay	Epcos	L&T	Schneider
		Neputne-Ducati		
112	Capacitor	Neputne-Ducati	L&T	Siemens
		Crompton Greaves	ABB	Schneider
113.	Electrical Motor / Motor Starter / Contactor / Switches	Siemens	ABB	Crompton
		L&T		
114	Bus Ducts / Rising Mains	Schneider	Legrand	C&S

E-TENDER NO. CLI3125P23

		L&T	Tricolite	
115	FRLS PVC Insulated Copper Wire	Batra Henlay	Finolex	Havel's
		Universal	Polycab	RR Cables
		Grandlay	Bonton	Rallison
		KEI		
116	Power Cables / Control Cables up to 11 KV Grade	Havells	Polycab	Batra Henlay
		Universal	Finolex	Grandlay
		Bonton	KEI	
117	Lugs / Gland	Dowel	Comet	Braco
118	PVC Conduit	AKG	BEC	Polypack
		Prince ISI Marked	Nor pack	PKS Export
		JPC		
119	MS Conduit ISI Marked	BEC	AKG	NIC
		JPC	RMCON	
120	DLP Trunking	MK Honeywell	OBO Betterman	Legrand
121	Floor Trunking / Raceway	MK Honeywell	OBO Betterman	Legrand
122	Cable Tray	Slotco	Ricco	BEC
		Steelcraft	Indeana	SPC Electrotec
		Maheshwari Electricals	Legrand	OBO Betterman
123	Solar Street Light Fitting with pole	Philips	Bajaj	Aviation Power System
		Wipro		
124	Ceiling Fan / Exhaust Fan	Crompton Greaves	Havells	Usha
		Orient	Panasonic	Finolex
125	Octagonal Steel Pole	Bajaj	Twinkle	Valmont
126	Internal Lighting LED	Philips	Osram	Havells
		Wipro	Panasonic	Jaquar

E-TENDER NO. CLI3125P23

127	Outdoor Lighting	KeselecSchreder	Philips	Wipro
		Osram		
128.	Solar Panels	Tata Solar Power	Photon	Topsun
		Powertech	BHEL	Indosolar
		FEVINO		
129	Electrical Digital Meter with LCD Display	Neptune	Schneider	Siemens
MISCELLANEOUS WORKS				
130	Customized Cable tray for multi services, Lighting & LV wiring	BEC	Leeway Design	OBO Betterman
131	Multi Purpose Poles	Keselec	Wipro	Bajaj
132	Polyurethane Sealent	Choksey	Fosroc	Pidilite
		SIKA		
133	Adhesive for Wood Work	Dunlop	Fevicol	Vamicol
134	Hdpe Grass Pavers & Hdpe Drain Board	Ovilite	Aceturf	Virendra Textiles
135	Stone	R.K.Marble	ArasiEmpexs	Mangla Group

NOTE:

1. The contractor shall produce all samples before procurement of the materials for approval from Engineer-in-Charge.
2. In respect of materials not specified above or for which approved makes are not specified above, these materials/makes will be decided by Engineer-in-Charge.

40.0 Mobilization Period: 1 (One) Week from the date of issue of mobilization notice.

40.1 CONTRACT PERIOD: 20 (twenty) months from the date of issue of work order.

END OF SECTION -V

SPECIAL CONDITIONS OF CONTRACT

- 1.0 Bidder will have to prepare a working drawing of the existing building for carrying out the repair jobs.
- 1.1 Bidder must submit a detailed work programme for the project to complete the work within the allotted time along with the tender document.
- 1.2 Since it is time bound project, bidder must ensure that he will be able to complete the work within the stipulated time and be able to execute work on shift basis at least in.
- 2.0 Two shifts of 8 Hours each with adequate manpower and materials to meet the target date of completion. Moreover, all necessary arrangement including the power for light shall have to be made to work in all days including the rainy days.
- 3.0 Bidders must keep a Telephone connection/Mobile Phone and CCTV connection exclusively for the site and same should be communicated to OIL.
- 4.0 Formwork has to be sufficient to complete RCC work of one slab continuously without any days of break.
- 5.0 GOODS AND SERVICES TAX:
 - 5.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.

- 5.2 “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.

E-TENDER NO. CLI3125P23

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

E-TENDER NO. CLI3125P23

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

E-TENDER NO. CLI3125P23

- 5.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 5.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 5.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 5.21 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 5.22 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 5.23 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 5.24 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 5.25 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 5.26 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.
- 5.27 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

E-TENDER NO. CLI3125P23

5.28 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Noida : 09AAACO2352C1ZV
Delhi : 07AAACO2352C1ZZ
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
Taxable value of supply of goods or services or both taking into discount or abatement if any;
- j) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- k) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- m) Address of the delivery where the same is different from the place of supply and
- n) *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:
 - i) The original copy being marked as ORIGINAL FOR RECIPIENT.
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPPLICATE FOR SUPPLIER.

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

E-TENDER NO. CLI3125P23

- 5.30 **Anti-profiteering clause:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 5.31 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

6.0 Financing of trade receivables of Micro and Small Enterprises (MSES) through Trade Receivables Discounting System (TReDS) platform:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

- i. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- ii. MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- iii. OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

- i. Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).

E-TENDER NO. CLI3125P23

- ii. Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

7.0 SUBMISSION OF INVOICE:

Digitally Signed Invoice along with supporting documents (if any) against the PO/Contract shall be submitted in OIL Vendor Portal (Vim.oilindia.in). Only after receipt of undisputed Invoice payment shall be processed.

8.0 FREQUENCY OF BILL PAYMENT:

- 8.1 The mode of payment may not be oftener than monthly. Payment of works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. Running Bills may not be processed unless substantial tangible jobs are completed, the assessment of such quantum shall rest with the discretion of the Engineer- In-Charge. Contractor has to submit their claimed measurement details (against completed payable items) in soft copy in spreadsheet (MS excel sheet) to the Engineer-In-Charge in the FORMAT of CMB (Computerized Measurement Book) as generally practised by CPWD or OIL Civil Engineering section. The measurement shall be verified jointly by the contractor and Engineer-In-Charge or his authorized representatives. Subsequently, contractor shall raise invoice against the undisputed measurements along with supporting documents if any for payments.

9.0 COMPLIANCE TOWARDS LOCAL CONTENT

- 39.1 Contractor shall have to comply with the provision of Public Procurement (Preference to Make in India) Order, 2017 and as amended time to time by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. As compliance to the said order, the Contractor had stated minimum local content as ___ % during the bidding stage, which they must maintain during the execution period.
- 39.2 The Contractor shall submit a Local Content Certificate certifying the percentage of local content along with each invoice.
- 39.3 Such certificate should be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Only in case the awarded Contract value is more than ₹ 10 Crore].
- 39.4 The percentage of Local Content may vary with each invoice while contractor will have to maintain the overall percentage of local content for the total work/purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raised up to that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages.

The Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

(END OF SECTION-VI)

SECTION-VII

BIDDING FORMAT

**Attached under “Notes and Attachments” tab in the main bidding engine of
OIL’s e-Tender portal**

(END OF SECTION-VII)

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- (iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

E-TENDER NO. CLI3125P23

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is

E-TENDER NO. CLI3125P23

entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 2 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

E-TENDER NO. CLI3125P23

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

E-TENDER NO. CLI3125P23

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

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

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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(END OF ANNEXURE-I)

ANNEXURE-II

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

The Contractor shall adhere to following points while performing the works under this contract.

- 1.0 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor 's responsibility to. fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. · t will be 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 representative of OIL.
- 2.0 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 3.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.
- 4.0 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will l handle and must take full responsibility for their safety
- 5.0 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor r shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, 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. Contractor employees should be trained in the proper use and maintenance of Pepin absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

E-TENDER NO. CLI3125P23

- 6.0 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 7.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 8.0 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned. above is to be always kept with all working teams. The SOP clearly stating the risk arising to men, machineries & material from the mining operation /other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineering Charge (OIL).
- 9.0 Contractor must ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work, which is not covered under SOP, the Contractor shall develop it and submit it to the representatives of OIL.
- 10.0 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 11.0 Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 12.0 The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 13.0 After receipt of the work order, the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.
- 14.0 The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
- 15.0 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the

E-TENDER NO. CLI3125P23

- knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor must remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 16.0 OIL will communicate all information to the Contractor or his authorized representative only.
- 17.0 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 18.0 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.
- 19.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
- 20.0 Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 21.0 The Contractor has to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 22.0 Contractor's Supervisor/ Contractor's personnel need to be aware about the site-specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 23.0 All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 24.0 Necessary signboard / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals /sign- boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 25.0 Barricading of area to be done with reflecting tapes as applicable during work.
- 26.0 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

E-TENDER NO. CLI3125P23

- 27.0 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 28.0 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas /hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- 29.0 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them if anything goes wrong.
- 30.0 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 31.0 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 32.0 Considering the ongoing Covid- 19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
- 33.0 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor

(END OF ANNEXURE-II)

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

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI3125P23

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

Sir,

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

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

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

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

Signature:

Unique Document Identification Number (UDIN):

**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF NOTE-(b) UNDER
CLAUSE 4.0 OF BEC/BRC OF TENDER NO. CLI3125P23**

I _____ the authorized signatory(s) of _____
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

The balance sheet/Financial Statements for the financial year_____have
actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory Name:
Designation:

Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

Note: Bidders to take note that this certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

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

(Only exceptions/deviations to be rendered)

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

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

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of Bidder: _____

NOTE:

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's TENDER No. CLI3125P23

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. for

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CLI3125P23

We _____ of _____
Confirm that Mr./Ms. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the
agreement on our behalf with you against Tender Invitation No. **CLI3125P23** for **SPECIAL
REPAIRING, RETROFITTING, ADDITION & ALTERATION TO SERVANT QTR BLOCKS
OF OIL INDIA RESIDENTIAL COMPLEX AT SECTOR -15A, NOIDA** for any commercial /
Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

WE 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 Ltd (hereinafter 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 Bank this _____ day of _____, 2023.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 upto **29.09.2023** (date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

- A. Issuing Bank:
Bank Fax no & Bank email id:
Bank Telephone No.
IFSC Code of the Bank:
- B. Controlling Office:

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

DATE:

SIGNATURE & SEAL OF THE GUARANTOR
DESIGNATION
NAME & ADDRESS OF BANK

- * **The bank should insert the amount of guarantee in words and figures**
- ** **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

c) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- iii. “MT 760/MT 760 COV” for issuance of bank guarantee.
- iv. “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- e) Further correspondence against BG towards Performance Security must contain the Tender Number.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

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

E-TENDER NO. CLI3125P23

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- v. "MT 760/MT 760 COV" for issuance of bank guarantee.
- vi. "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- f) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- g) Further correspondence against BG towards Performance Security must contain the Contract Number.

BID FORM

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

Sub: TENDER No. CLI3125P23

Gentlemen,

Having examined the General Terms & Conditions and Scope of Services including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

Dated this _____ day of _____ 20____.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

AGREEMENT FORM

[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]

This Agreement is made on ____ day of _____ between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide _____; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being 3% of Contract value).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Schedule of Work, quantities, Units & Rates;
 - (b) General Terms & Conditions (GTC);
 - (c) Scope of Work and Special Condition of Contract;

E-TENDER NO. CLI3125P23

(d) Additional Terms & Conditions (ATC).

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

For and on behalf of Contractor
(M/s. _____)

Signature: _____

Signature: _____

Name: _____

Name: _____

Status: _____

Status: _____

In Presence of:

In Presence of:

1. _____

1. _____

2. _____

2. _____

**FORMAT OF UNDERTAKING BY BIDDERS FOR
DECLARING PERCENTAGE OF LOCAL CONTENT**
(To be submitted on Bidder's letter head)

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

Sub: Public Procurement (Preference to Make in India-2017)

Dear Madam / Sir,

I/We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ % as per Clause No. 5.0 of the policy vide Public Procurement (Preference to Make in India-2017, revision vide Letter No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by DPIIT to bid against Tender No. **CLI3125P23**.

The percentage of local content in the bid is _____%.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

COMMERCIAL CHECK LIST

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

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether BID SECURITY submitted?	Yes/ No
3.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the original date of Technical bid closing?	Yes/ No
4.0	Whether all BEC/BRC clauses accepted?	Yes/ No
4.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
4.2	Whether Undertaking submitted as per Annexure-III towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
5.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
8.1	Whether Integrity Pact accepted?	Yes/ No
8.2	Whether Integrity Pact along with the Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award/order?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No
11.0	Whether bidder has unique GeM Seller ID? If YES , bidder to provide GeM Seller ID in E-remittance format (Proforma-XII) If NO , Bidder to provide GeM Seller ID in case considered for award of contract before issuance of LOA	Yes/ No

Offer ref Dated

PROFORMA-XII

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

GeM Seller ID:

Signature of Bidder with Official Seal