



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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E-mail: corp_c&p@oilindia.in

Web Site: www.oil-india.com

NOTICE INVITING TENDER FOR WORKS CONTRACT

- 1.0** 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:

Sr. No.	Particulars	
i.	Tender No.	CLI6787P25 Dated 21.06.2024
ii.	Description of Work / Service	Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P.
iii.	Type of Bid	Open E-Tender Under Single Stage Two Bid System
iv.	Bid Submission Mode	Bid should be uploaded through OIL’s e-Procurement portal.
v.	Bid Closing Date & Time	12.07.2024 (14:00 HRS: Server Time)
vi.	Technical Bid Opening Date & Time	12.07.2024 (15:00 HRS: Server Time)
vii.	Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
viii.	Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
ix.	Bid Validity	Minimum 120 days from the actual bid closing /opening date
x.	Bid Security (EMD)	Rs.3,02,000.00 NOTE:

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		<p>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.</p> <p>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)</p>
i.	Bid Security /EMD Validity	Bid Security /EMD must be valid minimum up to 10.01.2025
ii.	Original Bid Security to be submitted	Office of General Manager (C&P) Oil India Limited Plot No. 19, Sector-16A, Noida-201 301 Uttar Pradesh, India
iii.	Amount of Performance Security	05% of the contract value excluding GST
iv.	Validity of Performance Security	03 (three) months beyond the expiry of the contract.
v.	Location of job	Plot No.250C, Sector- 15A, Noida, U.P.
vi.	Bids to be addressed to	General Manager (C&P) Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh, India
vii.	Integrity Pact	Applicable

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

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

4.0 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:

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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 has to inform OIL at least 10 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL’s E-Tender portal.

5.0 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.

6.0 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)

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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: Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P.

2.0 CONTRACT PERIOD: 2 years (two months for the 1st phase and 3 months for the 2nd phase with a sleeping period of 1 year 7 months)

3.0 BID SECURITY DETAILS: Rs.3,02,000.00 with validity minimum up to **10.01.2025.**

4.0 BID CLOSING DATE & TIME: .06.2024 (14:00 HRS: Server Time)

BID OPENING DATE & TIME: .06.2024 (15:00 HRS: Server Time)

5.0 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

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

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

7.0 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”.

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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.

- 8.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 9.0** 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.
- 9.1** Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 10.0** The Bid must be valid for 120 (One Hundred Twenty) days from the actual date of Bid Closing/ opening.
- 11.0** Conditional bids are liable to be rejected at the discretion of the Company.
- 12.0** 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 superscribed 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.

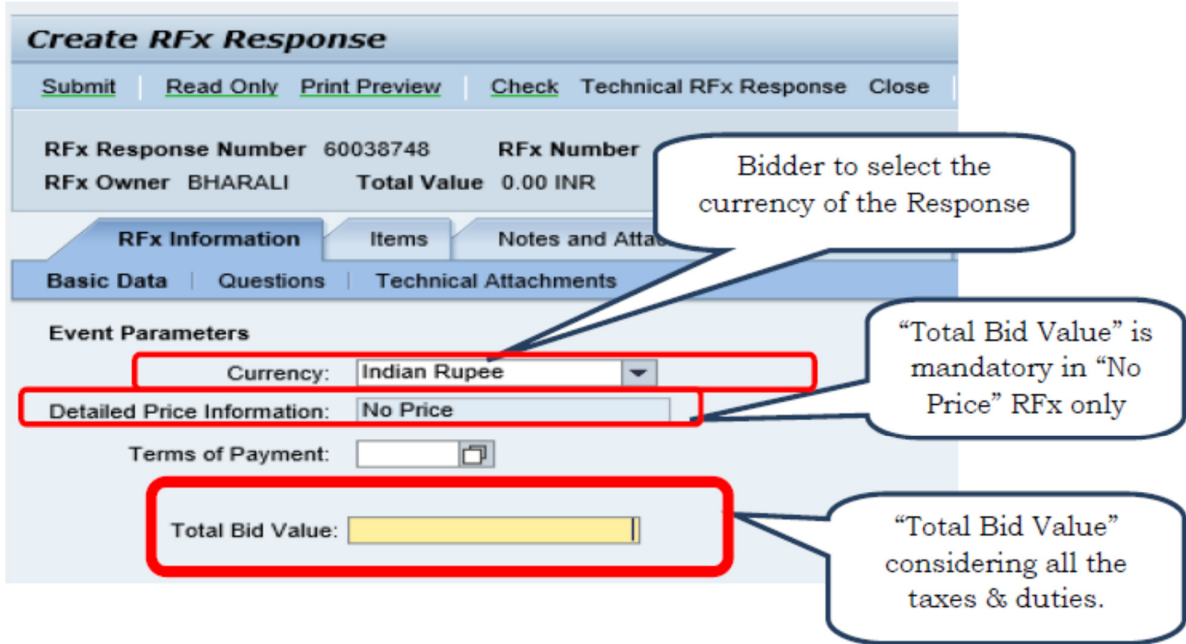
- 13.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per

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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.

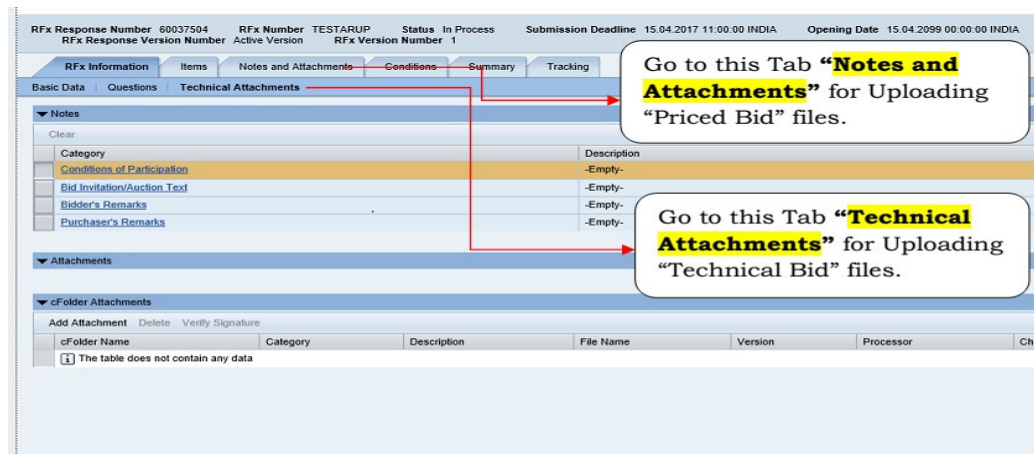
- 14.0** In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.
- 15.0 INTEGRITY PACT:** The Integrity Pact is applicable against this tender:
- 15.1** OIL shall 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.
- 15.2** OIL has appointed following persons 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: rpawar61@hotmail.com
 - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com
 - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush
E-mail: ams057@gmail.com
- 16.0 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.



17.0 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:



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.

18.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENT: The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL’s website) of Company. The bidder must submit an undertaking in this regard as per attached PROFORMA-VIII of the BEC/BRC document.

19.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

19.1 Subject to Order No. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Govt. of India, Bidders should take note of the following:

19.2 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

19.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

19.4 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or

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A subsidiary of an entity incorporated, established or registered in such a country; or

- b. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- c. An entity whose beneficial owner is situated in such a country; or
- d. An Indian (or other) agent of such an entity; or
- e. A natural person who is a citizen of such a country; or
- f. consortium or joint venture where any member of the consortium or joint venture falls under any of the above

19.5 The beneficial owner for the purpose of para 19.3 above will be as under:

19.6 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

i. Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

19.7 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

19.8 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- a. Where no natural person is identified under (4.1) or (4.2) or (4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- b. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

19.9 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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- 19.10** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 19.11** Validity of Registration: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 19.12** Undertaking regarding compliance: The bidders are required to provide undertakings as per Exhibits – I, II & III along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with the law.
- 20.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and/or penalty from the Contractor as per terms of the tender/contract.
- 21.0** EXTENSION OF BID CLOSING DATE: Bidders are advised to submit their bid within the original Bid Closing date and refrain from requesting for extension of Bid Closing date. Such requests for extension shall not be entertained. However, OIL at its discretion may extend the Bid Closing date in case of exceptional/unavoidable.

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(Anurag Gohain)
Deputy General Manager (C&P)
For General Manager (C&P)
For Chairman & Managing Director

DATE: 20.06.2024

SECTION-II

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security & 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) General Health, Safety & Environment (HSE) Measures: **ANNEXURE-I**
- j) Proformas (From I to XV)

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:

5.3.1 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, if applicable
- 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 Bidding Format available in OIL's E-procurement portal under the "Notes & Attachments" Tab:

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 **BID FORM:** The bidders shall complete the Bid Form and upload the same along with their bid.

7.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

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

8.0 **BID SECURITY:**

8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 7.8.

8.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a) The Bid Security may 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.

b) Alternately, Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/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 Bid 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 Favor of "Oil India Limited" payable at NOIDA/Delhi.

i. Bid 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

- ii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.
- c) In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of GM-C&P on or before **02.00 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.
- d) A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- e) This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 8.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- f) No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 8.12** below along with technical bid.
- ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
- 8.3 Any bid not secured in accordance with sub-clause 7.2 above shall be rejected by the Company as non-responsive.

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- 8.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 8.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 8.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.
- 8.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 8.8 The Bid Security may be forfeited:
- If the bidder withdraws the bid within its original / extended validity.
 - If the bidder modifies / revises their bid suo-moto within its original / extended validity.
 - If the bidder does not accept the contract.
 - If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
 - If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 8.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 8.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 8.11 The Bank Guarantee issuing bank branch must ensure the following:
- The Bank Guarantee issued by the bank must 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.
- [Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]
- 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.
- 8.12 **EXEMPTION FROM SUBMISSION OF BID SECURITY**: In case any bidder is exempted from paying the Bid security, they should upload the supporting

documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

- a) **MSEs Units (manufacturers / Service Providers only and not their dealers / distributors)** are eligible for exemption of Bid Security.
- b) **Central Government Departments and Central Public Sector Undertakings (CPSUs)** are also exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

8.13 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

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.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit the Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs:

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

9.0 PERIOD OF VALIDITY OF BIDS:

- 9.1 The Bid must be valid for **120 (One Hundred Twenty) days from actual date of bid closing/ opening**. 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.
- 9.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

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

11.0 SUBMISSION OF BIDS:

- 11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using Digital Certificate Class III [Organization] along

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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.

- 11.2 Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable.
- 11.3 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.
- 11.4 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employees.
- 11.5 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 11.6 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 11.7 Physical Bid/ E-mail/ Fax /Telephonic offers will not be accepted.
- 11.8 Bidder shall submit the Bid, duly completed in terms of the Bid Document.
- 11.9 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.
- 12.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 12.1 Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.
- 12.2 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.
- 12.3 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.

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 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.

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

14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of their bids within the bid validity period, shall result in debarment of the party from participation in future tenders of OIL for a period as per banning policy of OIL.

15.0 EXTENSION OF BID SUBMISSION DATE:

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

16.0 BID OPENING AND EVALUATION:

16.1 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-III) 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.

16.2 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.

16.3 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.

16.4 Bids which have been withdrawn pursuant to clause 14.0 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.

- 16.5 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.
- 16.6 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.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 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.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.0 **OPENING OF PRICED BIDS:**
- 17.1 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.
- 17.2 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.

17.3 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.

18.0 EVALUATION AND COMPARISON OF BIDS:

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

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

18.3 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.

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

19.0 CONTACTING THE COMPANY:

19.1 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 16.5.

19.2 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.

20.0 AWARD CRITERIA:

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.

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

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.

22.0 NOTIFICATION OF AWARD:

22.1 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.

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

23.0 PERFORMANCE SECURITY:

Successful bidder must submit Performance Security amount as mentioned in Forwarding Letter, within 30 days from the date of issue of Letter of Award (LOA).

23.1 The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VIII**) 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-XIII) must be submitted along with original copy of PBG.

23.2 Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/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/Fixed

Deposit Receipt/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. i & ii will be accepted by the Company.

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

23.4 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.

23.5 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.

23.6 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.

24.0 SIGNING OF CONTRACT:

24.1 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)".

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24.2 Within 30 days 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 based on the instant tender on the OIL Standard forms of agreement.

25.0 ADVANCE PAYMENT:

Interest Bearing Advance:

- Request for advance payment shall not be normally considered. However, depending on merit and at the sole discretion of OIL, advance payment may be agreed at an interest rate of 1% above the prevailing Bank rate (CC rate) of State Bank of India compounding on quarterly basis from the date of payment of the advance till recovery/refund.
- Advance payment if agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee whose value should be equivalent to the amount of advance plus the amount of interest estimated by OIL on the basis of contractual delivery period without further reference. Such BG shall be valid for two months beyond the delivery period of the Contract/Purchase Order.

26.0 INTEGRITY PACT:

26.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed with 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.

26.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

26.3 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.

27.0 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.

28.0 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.

29.0 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 Revised Banning Policy dated 17.03.2023 which can be accessed in OIL's website www.oil-india.com

30.0 CLASS-I & CLASS-II LOCAL SUPPLIERS:

In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

(END OF SECTION-II)

SECTION-III

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 the 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 of 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-XI**].
- (c) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 The bidder must have successfully executed/completed similar Works over the last 7(seven) years reckoned from the Original Bid Closing Date in

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Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under:

- a) One similar completed works each costing not less than the amount equal to **Rs1,21,00,000.00**; or
- b) Two similar completed works each costing not less than the amount equal to **Rs.75,50,000.00**; or
- c) Three similar completed works each costing not less than the amount equal to **Rs.60,40,000.00**.

Notes to Clause 3.1 above:

A. **SIMILAR WORK** means Demolition of existing RCC building/ Construction of New RCC Building etc. Miscellaneous / Annual Maintenance contracts for civil works will not be considered for the purpose of consideration of SIMILAR WORK.

B. Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. 3.1), 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:

(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

C. Following work experience will also be taken into consideration:

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- (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 C; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / period c) 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 practising Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- 3.2 Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- 3.3 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 will only be treated as an acceptable experience.
- 3.4 SIMILAR WORK executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.
- 3.5 In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.
- 3.6 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.
- 4.0 FINANCIAL EVALUATION CRITERIA:**
- 4.1 Annual Financial Turnover of the bidder during any of preceding three financial /accounting years from the original bid closing date should be at least Rs.37,75,000.00 (Rupees Thirty-Seven Lakhs Seventy-Five Thousand) only.
- 4.2 Net worth of bidder must be positive for preceding financial/ accounting year.

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Notes to Clause 4.1 &4.2 above:

I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-

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

OR

(ii) 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**.

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.

- II. 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**.
- III. 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.
- IV. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para I and II above.
- V. 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 together. The Un-priced techno-commercial bid (or technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical

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- credentials of the bidder and any other document as asked for in the bid document. Only the priced bid should contain the quoted price.
- 5.2 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 5.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 5.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.
- 5.5 Any bid received in the form of Physical document/Fax/E-mail will not be accepted.
- 5.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 5.7 The bid and all attached documents should be digitally signed by the bidder using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable.
- 5.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 5.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 5.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in "Technical Attachments" area under "RFx Information" tab.
- 5.11 **Bidder must quote a minimum value of Rs 16,61,621.00 (excluding GST) per Residential Block situated at Plot No 250C, Sector 15A, Noida towards Salvage Value of existing structure. Offer received without Salvage Value or below Rs 16,61,621.00 (excluding GST) will be rejected.**

GST applicable on quoted Salvage Value will be considered for evaluation of overall quoted price.

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

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

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

5.14 Bid received with validity of offer less than 120 (one hundred twenty) days from the actual bid closing/ opening date will be rejected.

5.15 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

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the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.

5.16 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical bid, the duly filled up **APPENDIX-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

5.17 Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled-up **APPENDIX-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

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 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price.

6.3 It is to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid based on the actual executed quantity.

6.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

6.5 Conditional and unsolicited discounts will not be considered in the 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.

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- 6.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. **considering the Total quoted price inclusive of GST less quoted Salvage Value inclusive of GST as mentioned in the "PRICE BID FORMAT"**.
- 6.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 6.8 OIL will prefer to deal with registered bidders 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.
- 6.9 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on the total price including GST.
- 6.10 **Bidder must refund quoted Salvage Value to M/s OIL on production of sale Invoice. OIL will raise sale Invoice against quoted Salvage Value which will be adjusted from the Tax Invoice produced by the Successful Bidder after successful completion of the job or part thereof.**
- 6.11 **Barricading of Frontside and Resident side to be carried out with GI sheet and other two side to be carried out with steel scaffolding and plastic sheet/ tarpaulin etc. to make it dust impervious. No separate payment will be made for barricading and the cost of same to be loaded with the quoted rates.**
- 6.12 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.
- 6.13 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 6.14 In case of identical overall lowest offered rate by more than 1 (one) techno-commercially qualified bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 6.15 Purchase Preference is allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

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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 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.
- 7.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 7.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. Otherwise Bid(s) shall be rejected.
- 7.5 DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates / information towards fulfilment of any of the tender / contract conditions, the Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Revised Banning Policy dated 17.03.2023, available in the OIL's website. Accordingly, the service provider/vendor shall submit the Undertaking of the authenticity of information/documents submitted as per **PROFORMA-XV**
- 7.6 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.
- 7.7 CHECKLIST FOR BEC-BRC: Enclosed as TECHNICAL EVALUATION SHEET (**PROFORMA-XIII**) and COMMERCIAL CHECK-LIST (**PROFORMA-XII**) to be submitted along with the technical bid.

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8.0 PURCHASE PREFERENCE :

8.1 PURCHASE PREFERENCE TO MSE BIDDERS:

Purchase Preference to Micro and Small Enterprises is **not applicable** against this tender as the requirement is for works Contract.

8.2 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended from time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

8.3 Contract shall be awarded for the entire scope of work under this tender subject to the application of PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

(END OF SECTION-III)

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P.”** and the attached exhibits.
- 1.2 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.
- 1.3 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.4 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.5 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.6 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.7 '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.
- 1.8 '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.
- 1.9 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE, 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 on the date Company notifies Contractor in writing

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(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 Work Order. The date on which the mobilisation is completed, and the contractor is ready to commence work or (one) week from date of issue of work order 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.

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- 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

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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

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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.

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- 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.

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- 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 / 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

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reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

9.0 INSURANCE:

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

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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.

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- 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;

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- 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**

Deputy General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A, NOIDA-201 301
Tel: 0120-2419129
E-mail: anurag_g@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.

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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.

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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

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servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

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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 wilful 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 subcontractors.

23.0 WITH-HOLDING:

23.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs assigned as per Section-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 withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- j) With-holding will also be effected on account of the following:
 - i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv. Any payment due from Contractor in respect of unauthorised imports.

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

23.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

24.0 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

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said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

24.3 **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.

25.0 MISCELLANEOUS PROVISIONS:

25.1 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.

25.2 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.

25.3 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.

25.4 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.

26.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

26.1 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.

27.0 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).

28.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

28.1 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.

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

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

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

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

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

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

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

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

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

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

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.

28.2 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

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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.

29.0 CHANGES:

29.1 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.

29.2 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.

30.0 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.

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

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

(END OF SECTION-IV)

SECTION - V

SCOPE OF WORK

1.0 DESCRIPTION OF JOB:

Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Sector- 15A, Noida, U.P.

2.0 BRIEF DETAILS OF JOB:

- i. Job will be carried out in two phases; in the first phase Two Residential Blocks namely A4 & A5 is required to be demolished within a period of two months. Job of Second Phase to be carried out at a gap of One Year Seven Months. In the second phase, three Residential Blocks namely A1, A2 & A3 is required to be demolished.
- ii. Proper Barricading to be carried out before start of demolition work. Barricading of Frontside and Resident side to be carried out with GI sheet and other two side to be carried out with steel scaffolding and plastic sheet/ tarpaulin etc. to make it dust impervious. No separate payment will be made for barricading and the cost of same to be uploaded in the quoted rates.
- iii. Bidder must submit a detail work programme for completion of the demolition job or to abide by the Gantt Chart Produced by OIL under point (i) above.
- iv. 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 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.
- v. Bidders have to keep Mobile Phone connection exclusively for the site and same should be communicated to OIL.
- vi. Job will be carried out under the supervision of M/s RITES Ltd. and in every day before the start of work, contractor will take instruction from the Site In Charge of M/s RITES Ltd and Engineer in Charge of M/s Oil India Limited.
- vii. In every day contractor will carry out a pit level safety meeting and briefed the safety measures to be carried out before the start of work.

3.0 TECHNICAL REQUIREMENTS

In general job shall be done as per CPWD specifications. However brief specifications are given here under for general guidance. It shall clearly be noted that the Contractors are required to give their lump-sum rates taking into consideration all aspects as per site requirements and specifications

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enclosed along with this tender document. Quoted offers shall be inclusive of all equipment, materials, Barricading four sides 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 also 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 & demolition of plumbing, electrical fitting.
- b) Demolition of brick work
- c) Dismantling doors, windows and clerestory windows
- d) Demolition of cement concrete
- e) Demolition of Reinforced cement concrete
- f) Dismantling steelwork
- g) Cutting of reinforcement bars in RCC work
- h) Disposal of building rubbish / malba/ other unserviceable materials
- i) Barricading of Frontside and Resident side to be carried out with GI sheet and other two side to be carried out with steel scaffolding and plastic sheet/ tarpaulin etc. to make it dust impervious. No separate payment will be made for barricading and the cost of same to be loaded with the quoted rates

The works under this contract shall include providing labour, tools and plants, machineries, barricading, transport and all other components.

4.0 SITE LOCATION: The site is located at Plot No 250C, sector-15A, Noida.

5.0 DURATION OF AGREEMENT AND WORK ORDERS: The contract shall be valid for a period of 24 months (two months for the 1st phase and 3 months for the 2nd phase with a sleeping period of 1 year 7 months) from the date of issue of workorder. Two workorder will be raised against the contract for Phase I and Phase II for the value of 2/5th of the awarded contract value and 3/5th of the awarded contract value respectively. First workorder will be for a period of 2 months and second workorder will be for a period of 3 months with a sleeping time of 1 year 7 months.

Liquidated Damages (LD) shall be imposable against respective Work Order values. However, the total value and method of evaluation shall be as per Liquidated Damages clause.

6.0 GANTT CHART:

Gantt Chart of the Project will be as under:-

- i. Completion of 1st phase of demolition of two blocks including disposal of rubbish – 2 months from the date of issue of work-order
- ii. Sleeping time – 1 year 7 months
- iii. Completion of 2nd phase of demolition of three blocks including disposal of rubbish – 3 months from the date of issue of work-order.

7.0 EXECUTION ON ITEM RATE BASIS:

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The works shall be carried out by contractor on item rate basis in conformity with the detailed 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.

8.0 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 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 his 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. However, overall variation in contract quantity shall not be exceeded by 20% of the contract value and new items may be incorporated by 20% of the contract value as per the site condition and instruction of the Engineer in Charge.

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 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.

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

9.0 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 2023 after deduction of flat 21.27% GST component 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 = (DSR 2023/1.2127) x (100% +- quoted % markup/rebate)]. The items specification shall be of nearest possible descriptions 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 analysed as per CPWD's Delhi Analysis of Rates (DAR-2023) format where the input rates

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would be the actual cost incurred (without GST component) subject to furnishing of documentary evidence (genuine GST invoice wherever applicable). The basic rates and coefficient wherever applicable shall be as per DSR'2023 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. Supplementary items may be incorporated within 20% of the contract value as per the site condition and instruction of the Engineer in Charge.

10.0 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.

(END OF SECTION-V)

SECTION-VI

SPECIAL CONDITIONS OF CONTRACT

1.0 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.

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

2.0 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.

3.0 EXECUTION ON ITEM RATE BASIS: The works shall be carried out by contractor on item rate basis in conformity with the detailed drawing, 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.

4.0 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's Civil Engineering section. The measurement shall be verified jointly by the contractor, EPMC Consultant and Engineer-In-Charge of OIL or his authorized representatives. Subsequently, contractor shall raise invoice

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against the undisputed measurements along with supporting documents if any for payments.

- 5.0** COMMUNICATION FOR SITE WORKS: In addition to usual written communication, the other mode of retrievable communication such as e-mail, social media etc passed on to the contractor or his representatives shall deem 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.
- 6.0** 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. Pit Level Meeting / Tool box 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.
- 7.0** WATER DURING DEMOLITION: The contractor shall arrange water fit for the purpose of drinking and sprinkling during demolition at their own cost. Uncontrolled usage of water for demolition purpose or for labour camp and unmanaged discharge of effluent shall not be permitted at the site.
- 8.0** 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 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.
- 9.0** In case of non-compliances / non execution of any site requirements by the contractor within 7 days of intimation, the Engineer-In-Charge may engage any other 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.
- 10.0** 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 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.

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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.

- 11.0 WORKING PERIOD AND SHIFTS:** The working time at the time of work is 48 hours per week. Over timework is permitted in cases of need, however OIL shall not compensate the same in any manner. Contractor shall obtain Labour Licence of minimum 50 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 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.
- 12.0 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.
- 13.0 TECHNICAL SPECIFICATIONS:** All the materials, workmanship, methodology or any other parameters shall be Material specifications, workmanship and methodology of execution 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.
- 14.0 LIQUIDATED DAMAGE (LD):** Liquidated Damage on the gross project shall be as detailed in General Conditions of the Contract (GCC). Time is the essence of this Contract. In the event of the Contractor's default in timely completion of the project within the stipulated period, the Contractor shall

be liable to pay liquidated damages @ 1/2% of contract value, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the succeeding date of expiry date of the scheduled completion date. Liquidated Damages shall be applicable on the value of delayed item(s) provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost. Decision of Engineer-in-Charge shall be binding in this regard.

Additionally, intermediate penalties shall be levied against delay in performance of individual set of activities as mentioned in the MASTER GANTT CHART, which

shall be considered as provisional Retention Money deductions and shall be reconciled at the end of the overall project with respect to gross Liquidated Damages if any. In case the overall project is completed despite intermediate delays in one or more activities, the provisional Retention Money/penalty amounts deducted shall be refunded to the contractor.

Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s) or Performance security submitted by the contractor.

15.0 PENALTIES AND RECOVERIES (IN ADDITION TO LD): Apart from Liquidated Damages, penalties and recoveries may be levied on various ground as mentioned below:

Description of Recovery:

- i. 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 (In case of disagreement, the contractor may appeal OIL for further review with his valuer representative).
- ii. 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.
- iii. 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 applicable.

16.0 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

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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.

17.0 LIST OF MINIMUM TOOLS, PLANT AND MACHINERY

- 1 Sledgehammer
- 2 Excavator & Bulldozer

Note:

- a) The 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 per 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.

18.0 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.

19.0 Surveying of Buildings prior to Demolition

Surveying of different parameters of the structure and its surroundings is mandatory. Two types of surveying are mainly required to be conducted. They are

- 1. Building surveying
- 2. Structural surveying

1. Building Surveying:

In survey of buildings for demolition, following process are carried out:

- " Types of construction material used
- " Usage of building prior and present during demolition.
- " The presence of wastewater, hazardous materials, matters arising from toxic chemicals, flammable or explosive and radioactive materials, etc.
- " Drainage conditions and possible problems on water pollution, flooding and erosion.
- " Shared facilities with adjoining building, including common staircases, partition walls.
- " Adjoining pedestrian and vehicular traffic conditions
- " The sensitivity of neighbourhood with respect to noise, dust, vibration and traffic impact.

2. Structural Surveying

In structural survey, following process are involved in demolition:

- " The method of construction
- " The structural system and structural conditions of basements, underground tanks or underground vaults.
- " The original structural system employed in the design.
- " The condition of the building.

27. Removal of Hazardous Materials

" If hazardous materials like asbestos minerals, petroleum contamination, and radioactive metals are found in the investigation of site for demolition. Specialized personals are called for the removal of the hazardous materials from the site prior to the demolition of structure.

28. Preparation of Demolition Plan for Structures

A detailed demolition plan is made which illustrates the different process involved and they are:

- " The location of the building to be demolished.
- " The distances from the building to be demolished to its adjacent buildings, streets, structures and significant street furniture.
- " The structural support systems of the building.
- " A plan showing the procedure for the demolition of the building; detailed sequence of demolishing structural members; and the method of demolition to be adopted.
- " A plan showing all precautionary measures for the protection of the public including hoardings, covered walkways, catch platforms, catch fans, scaffolding, protective screens and safety nets.
- " Method of handling demolished building debris.
- " Time required for the complete demolition process etc.

20.0 Safety Measures during Demolition of Building Structures:-

All the workers, site supervisors and engineers including plant and equipment operators are briefed with the potential hazards and process of demolitions. All goods that are flammable are removed from the site unless it is used in the work involved. All the flammable materials like wood, timber, fuels etc. are stored in proper storage facilities. Firefighting appliances are stationed in the demolition site till the process is completed. Due to the demolition of structure, many problems are faced by the workers, such as. exposure to dust, chemical exposure, heat stress and ventilation, noise exposure, medical and first aid facilities, sanitation and occupational diseases. To overcome these problems suitable measures are undertaken.

21.0 Demolition to be carried out without the use of Explosive and following methods to be carried out during demolition of the demarcated residential blocks.

Non-Explosive Demolition Method

It is required to demolish the structure with equipment without the use of any explosive. Different equipment's may be used for the demolition activity are

- a) Sledgehammer: It is a small handheld hammer used for the demolition of small wall or single column.
- b) Excavators and Bulldozers: These machines may be used to demolish the demarcated building including transferring of debris.
- c) Building demolition Hammer
- d) High Reach Excavators: High Reach Excavator machines may be used in the demolition of the building where demolition by explosion is not allowed. The building of height up to 300ft can be demolished by this type of machine. High reach excavators can be used for different use by doing some attachments such as:
 - (i) Excavators with shear attachments - excavators with shear attachments.
 - (ii) Hydraulic hammers - Hydraulic hammers for removal of steel reinforcement.

22.0 PROJECT SCHEDULE AND TRACKING: Contractor has to abide by the Master Gantt Chart uploaded by OIL along with the tender and the same has to be categorically confirmed by the bidder. This Gantt Chart may be reviewed with the successful bidder during kick-off meeting 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 (24 months). Once the modified Gantt Chart is signed by both the parties, the progress of the project will be monitored as per this signed Gantt Chart and penalty will be applicable based on the signed Gantt Chart. 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 of OIL. 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'.

23.0 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.

24.0 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. Certain measurements such as reinforcement quantity, earth work in excavation/back fill, concrete volume etc shall be derived from the drawings unless deviation recorded/ observed at the site by the Engineer-In-Charge. Contractor signing on the CMB or SES pages is deemed to be acceptance of the payable quantities. 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 be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance

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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. All measurements will be taken in accordance with IS 1200 latest issue unless otherwise specified.

25.0 SPECIAL TECHNICAL CONDITIONS - for Demolition WORKS

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

- (1) CPWD SPECIFICATIONS 2023 (VOL. 1 & 2)
- (2) Relevant INDIAN STANDARD (IS) CODES Published by Bureau of Indian Standards, New Delhi

26.0 SALVAGE VALUE: Bidder/ contractor has to pay minimum an amount of Rs.16,61,621.00 against the salvage value of one Residential Block situated at Plot No 250C, Sector 15A, Noida. OIL will raise sale invoice against the aforesaid salvage value which will be adjusted from the Tax Invoice produced by the bidder after successful completion of the job or part thereof.

27.0 ABNORMALLY HIGH UNIT RATES/ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS):

27.1 Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates.

27.2 The Contractor shall obtain prior permission from Company's Engineer in-charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ).

27.3 Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates:

- (a) Rates as per SOR (quoted/agreed by the contractor)
- (b) Rate of the item which shall be derived as follows:

(i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

(ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses."

28.0 ADDITIONAL TERMS & CONDITIONS:

A. GOODS AND SERVICES TAX:

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.

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.
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. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
4. 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.

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

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

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11. 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 OIL.
12. TDS 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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19. 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.
20. 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.
21. 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.
22. 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.
23. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
24. 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.
25. 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.
26. 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.

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27. 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.
28. 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 TRIPLICATE FOR SUPPLIER.

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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.

29. **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.

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.

30. **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

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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).

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

31. **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.

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)

ANNEXURE-I

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

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

A. General / Common:

1. 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. It 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. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor 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 Devices (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 PPE. In 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.
6. The Contractor should frame a mutually agreed bridging document between OIL

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& the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. 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. 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 kept with all working teams at all times. 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 Engineer in Charge (OIL).
9. Contractor has to 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 to the representatives of OIL.
10. 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. 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. 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. 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. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
15. 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 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 has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
16. OIL will communicate all information to the Contractor or his authorized

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representative only.

17. 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. 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. 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. 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. The Contractor have 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. Contractor's Supervisor/ Contractor's personnel needs 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. 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. Necessary sign-board / 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. Barricading of area to be done with reflecting tapes as applicable during work.
26. 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.
27. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
28. 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.

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29. 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. 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. 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. 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. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

B. Additional Points in case of Areas/ Installations under Mines

1. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting. The Contractor shall adhere to following points while performing the works under this contract.

(END OF ANNEXURE-I)

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-II

**PROFORMA FOR UNDERTAKING IN TERMS OF NOTE-(II) UNDER
CLAUSE 4.0 OF BEC/BRC OF TENDER NO. CLI6787P25**

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.

PROFORMA-III

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. CLI6787P25

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. **CLI6787P25** for Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date:

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. CLI6787P25

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. **CLI6787P25 P25** for Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P. for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

GeM Seller ID:

Signature of Bidder with Official Seal

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 up to **10.01.2025**, 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:

E-TENDER NO. CLI6787P25

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:
GUARANTOR

SIGNATURE & SEAL OF THE
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:

E-TENDER NO. CLI6787P25

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:

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 guaranteed 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. CLI6787P25

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 Technical Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 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.

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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) Special Terms & Conditions (STC);
- (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. **CLI6787P25**.

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)

(END OF PROFORMA-XI)

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 along with Technical bid?	Yes/ No
2.1	If exempted from submission of Bid Security, whether requisite supporting document submitted?	Yes/ No
3.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the actual date of bid closing/ opening ?	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 Proforma-XV 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 submitted along with the Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether requisite performas/ Appendices as per tender submitted?	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-VI) If NO, Bidder to provide GeM Seller ID in case considered for award of contract before issuance of LOA	Yes/ No

Offer ref Dated

(END OF PROFORMA-XII)

TECHNICAL CHECKLIST/REQUIREMENT SHEET

Clause No. of Tender Document.	Description	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1.0	<p><u>GENERAL CONFORMITY:</u></p> <p>The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case the 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.</p>		
2.0	<p><u>BASIC ELIGIBILITY CRITERIA:</u></p> <p>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.</p> <p>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.</p>		

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	<p>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:</p> <ul style="list-style-type: none">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-XI].c) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.		
3.0 3.1	<p><u>TECHNICAL EVALUATION CRITERIA</u></p> <p>The bidder must have successfully executed/completed similar Works over the last 7(seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under:</p> <ul style="list-style-type: none">a) One similar completed works each costing not less than the amount equal to Rs1,21,00,000.00; orb) Two similar completed works each costing not less than the amount equal to Rs.75,50,000.00; orc) Three similar completed works each costing not less than the		

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	<p>amount equal to Rs.60,40,000.00.</p> <p><u>Notes to Clause 3.1 above:</u></p> <p>A. SIMILAR WORK means Demolition of existing RCC building, Construction of New RCC Building etc. Miscellaneous / Annual Maintenance contracts for civil works will not be considered for the purpose of consideration of SIMILAR WORK.</p> <p>B. Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. 3.1), must be substantiated by submission of the following documents along with the bid:</p> <p>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.</p> <p style="text-align: center;">And</p> <p>b) Anyone of the following documents:</p> <p>(1) Job Completion Certificate/ Gross Payment Certificate / Work Execution Certificate showing:</p> <ul style="list-style-type: none">(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 <p style="text-align: center;">OR</p> <p>(2) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p>		
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	<p>(i) Work order no. / Contract no. (ii) Gross value of jobs/quantity done. (iii) Period of Service (iv) Nature of Service</p> <p>C. Following work experience will also be taken into consideration:</p> <p>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.</p> <p>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.</p> <p>c) If the prospective bidder has executed a contract in which similar work is a component of the contract.</p> <ul style="list-style-type: none"> • For proof of requisite experience against Para C; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / period c) 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 practising Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). 		
3.2	Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order (s) are not acceptable as evidence.		

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3.3	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 will only be treated as an acceptable experience.		
3.4	SIMILAR WORK executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.		
3.5	In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date		
3.6	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.		
4.0	<u>FINANCIAL EVALUATION CRITERIA:</u>		
4.1	Annual Financial Turnover of the bidder during any of preceding three financial /accounting years from the original bid closing date should be at least Rs.37,75,000.00 (Rupees Thirty-Seven Lakhs Seventy-Five Thousand) only.		
4.2	Net worth of bidder must be positive for preceding financial/ accounting year. <u>Notes to Clause 4.1 &4.2 above:</u> I. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:- (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) 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 .		

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	<p>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.</p> <p>II. 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.</p> <p>III. 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.</p> <p>IV. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para I and II above.</p> <p>V. 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.</p>		
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E-TENDER NO. CLI6787P25

5.0	<u>COMMERCIAL EVALUATION CRITERIA:</u>		
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 together. 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. Only the priced bid should contain the quoted price		
5.2	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.		
5.3	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.		
5.4	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.		
5.5	Any bid received in the form of Physical document/Fax/E-mail will not be accepted.		
5.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.		
5.7	The bid and all attached documents should be digitally signed by the bidder using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature		

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	Certificates having "Organization Name" field other than Bidder's Name are not acceptable.		
5.8	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.		
5.9	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		
5.10	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise, the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in "Technical Attachments" area under "RFx Information" tab.		
5.11	Bidder must quote a minimum value of Rs 16,61,621.00 (excluding GST) per Residential Block situated at Plot No 250C, Sector 15A, Noida towards Salvage Value of existing structure. Offer received without Salvage Value or below Rs 16,61,621.00 (excluding GST) will be rejected. GST applicable on quoted Salvage Value will be considered for evaluation of overall quoted price.		
5.12	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) EMD / Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work		

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	<p>(viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.</p>		
5.13	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format (Proforma -XIV) enclosed with the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.</p>		
5.14	<p>Bid received with validity of offer less than 120 (one hundred twenty) days from the actual bid closing/ opening date will be rejected.</p>		
5.15	<p>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.</p>		
5.16	<p>Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. In this regard, bidders are required to submit in their official Letter Head along with their technical</p>		

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	bid, the duly filled up APPENDIX-1 that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.		
5.15	Neither the Bidders nor any of any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. In this regard, bidders are required to submit. in their official Letter Head along with their technical bid, the duly filled up APPENDIX-2 confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL, as on bid closing date. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.		
6.0	<u>PRICE EVALUATION CRITERIA:</u>		
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	Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that service shall be considered as inclusive in the total offered price.		

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6.3	It is to be clearly understood that the assumptions made in respect of the quantities for various items are only for the purpose of evaluation of the bid and the Contractor will be paid based on the actual executed quantity.		
6.4	The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.		
6.5	Conditional and unsolicited discounts will not be considered in the 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	The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of GST less quoted Salvage Value inclusive of GST as mentioned in the "PRICE BID FORMAT" .		
6.7	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.		
6.8	OIL will prefer to deal with registered bidders 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.		
6.9	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on the total price including GST.		
6.10	Bidder must refund quoted Salvage Value to M/s OIL on production of sale Invoice. OIL will raise sale Invoice against quoted Salvage Value which will be adjusted from the Tax Invoice produced by the Successful Bidder after successful completion of the job or part thereof.		

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6.11	Barricading of Frontside and Resident side to be carried out with GI sheet and other two side to be carried out with steel scaffolding and plastic sheet/ tarpaulin etc. to make it dust impervious. No separate payment will be made for barricading and the cost of same to be loaded with the quoted rates.		
6.12	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.		
6.13	When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.		
6.14	In case of identical overall lowest offered rate by more than 1 (one) techno-commercially qualified bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.		
6.15	Purchase Preference is allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).		
7.0	<u>GENERAL:</u>		
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.		

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7.2	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.		
7.3	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.		
7.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for; otherwise Bids shall be rejected.		
7.5	DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per PROFORMA- VIII		
7.6	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 of the provisions of the Act shall attract penal action under the Act.		

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7.7	CHECKLIST FOR BEC-BRC: Enclosed as TECHNICAL EVALUATION SHEET (PROFORMA-XIII) and COMMERCIAL CHECK-LIST (PROFORMA-XII) . To be submitted along with the technical bid.		
8.0	<u>PURCHASE PREFERENCE :</u>		
8.1	<u>PURCHASE PREFERENCE TO MSE BIDDERS:</u> Purchase Preference to Micro and Small Enterprises is not applicable against this tender as the requirement is for works Contract.		
8.2	<u>PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):</u> Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended from time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.		
8.3	Contract shall be awarded for the entire scope of work under this tender subject to the application of PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.		

(END OF PROFORMA-XIII)

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Demolition of five numbers of Residential Block i.e. A1, A2, A3, A4 & A5 including other ancillary structures at Plot No.250C, Sector- 15A, Noida, U.P.**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.

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 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 during 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.
- (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

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(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- (i) The Bidder 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 subsequent contract execution, if awarded.
- (ii) The Bidder 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) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(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 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 public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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- (3) The Bidder signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder 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 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 or as mentioned in Section 9 - Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 4 -Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

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(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 to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-

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partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

..... For the Principal Date: Place: For the Bidder/Contractor Witness 1: Witness 2:
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*******End of IP*******

**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.

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)

EXHIBIT-I

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS
ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND
BORDER WITH INDIA**

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

EXHIBIT-II

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER
OF TECHNOLOGY**

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

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)

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

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

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____
Date: _____

(Name & Signature of the authorised
signatory of the bidder)

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

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

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

(Name & Signature of the authorised signatory of the bidder)

- END OF TENDER -