OIL INDIA LIMITED (A Govt. of India Enterprise)
Contacts & Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan
E-mail: amar_singh@oilindia.in

NOTICE INVITING TENDER

FORWARDING LETTER / INTRODUCTION TO SERVICES

WORKS CONTRACT

Sub: IFB/TENDER No. CJI2628P27 for "Hiring of "Works Contract" for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] alongwith Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of successful commissioning and handover"

1.0 OIL INDIA LIMITED (OIL) is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away. Rajasthan Field of OIL INDIA LIMITED (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air. The Office is situated **at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India**.

2.0 In connection with its operations, OIL invites **Local Competitive Bids (LCB)** from experienced and established firms / contractors for the mentioned work / service under **OPEN E-TENDER SINGLE-STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" One complete set of Bid Document covering OIL's IFB for above works is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

i.	IFB No. / E-Tender No.	:	**CJI2628P27**
ii.	Type of Tender	:	Open E-Tender for Local Competitive Bids (LCB)
iii.	Type of Bid	:	**Single Stage Two bid System**
iv.	Bid Closing Date & Time	:	**22.09.2026** at 15:00 hrs (IST)
v.	Technical Bid Opening Date & Time	:	**22.09.2026** at 15:30 hrs (IST)
vi.	Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualified bidders only.
vii.	Bid Submission Mode	:	Bids must be uploaded online through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal **a)** Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may

			visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal. **b)** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the bidder. In the event of late registration / incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
viii.	Bid Opening Place	:	Office of GM (C&P), Oil India Limited, Jodhpur, Rajasthan
ix.	Bid Validity	:	Bid should be valid for **120 days** from actual bid opening date. **Note:** *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 e-mail). A bidder may refuse the request. A bidder granting the request will neither be required nor permitted to modify their bid.*
x.	Bid Security/EMD Amount	:	**INR 4,18,130.00**
xi.	Bid Security/EMD Validity	:	**Minimum 165 (One Hundred and Sixty-Five Days)** from original Bid Closing date i.e., **minimum up to 05.03.2027.** **Note:** 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. A Bidder may refuse the request. The Bidder granting the request will neither be required nor permitted to modify their bid.
xii.	Original Bid Security to be submitted	:	On or before 15:00 hrs (IST) on the bid closing date at the following address: Office of GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
xiii.	Amount of Performance Security	:	**For Revamping of HVAC system:** Performance security amount shall be **10% of total contract value for Line Item No. 10 (Revamping of HVAC System) of the Price Bid Format** excluding GST with validity 03 months beyond the defect liability period. This Performance security shall be submitted within 30 days from the date of issue of LOA. **For CAMC**: OIL will enter into a Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of Final Acceptance/Handover. Performance security amount for CAMC shall be 3% of CAMC contract value (**Line Item No. 70 of the Price Bid Format)** excluding GST with validity 03 months beyond the CAMC contract validity period. Performance security shall be submitted 30 days before the expiry of Performance security submitted for Revamping of HVAC system. **Refer Clause No. 24.0** of Instruction to Bidder (ITB).
xiv.	Validity of Performance Security	:	**For Revamping of HVAC system**: Performance security should be valid for 03 months beyond the defect liability period. **For CAMC**: Performance security should be valid for 03 months beyond the CAMC contract validity period.
xv.	Defect Liability	:	One (1) year Defect Liability Period (DLP) from Final

			Acceptance/Handover. **For details refer Clause No. 13.0 of SCOPE OF WORK (SOW) VOLUME-II document.**
xvi.	Kick-off Meeting & Mobilization Period	:	Kick-off Meeting **within 7 days** of from the date of issue of Letter of Award (LOA). Mobilization **within 45 days** from the date of issue of Letter of Award (LOA). **For details refer Clause No. 2.3 & 2.4 of Scope of Work (SOW) VOLUME-II document**
vii.	Duration of Contract	:	Overall duration of the contract is **04 years + 195 days** from the date of issue of Letter of Award (LoA). The Contract Period shall comprise the Mobilization period of 45 days + Installation, Testing & Commissioning period of 120 days + continuous operation period of 30 days + Defect Liability Period (DLP) of 01 year + Comprehensive Annual Maintenance Contract (CAMC) period of 03 years. **For details refer Clause No. 3.0 of SPECIAL CONDITIONS OF CONTRACT (SCC) VOLUME-II document**
viii.	Area of Operation	:	Oil India Limited, OIL House, Jodhpur
xix.	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	**Refer Clause No. 12.0 of Scope of Work (SOW) VOLUME-II document**
xx.	Pre-Bid Conference	:	**Not Applicable**
xxi.	Date and Venue of Pre-Bid Meeting:		**Not Applicable**
xii.	Last Date of receipt of Queries	:	**09.09.2026 @17:30 PM,IST** Bidders must submit any queries related to the tender within this stipulated time and OIL will not be liable to respond to any queries received after the stipulated deadline.
xiii.	Queries to be sent on the email ID:	:	**amar_singh@oilindia.in**
xiv.	Site Visit	:	Bidder has to complete the site visit **within 15 days** from the date of publishing of the tender, with prior intimation to OIL. Site address: Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan All costs pertaining to Site Visit by bidder shall be to prospective bidders' account. **Note**: *For entering the project site, prior permission from OIL will be required. Bidder to contact at the below mentioned email address for the same:* **madhurjya.das2@oilindia.in**
xv.	Extension of Bid Closing Date	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

xvi.	Submission of Check list		Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC **PROFORMA-BEC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.
vii.	Integrity Pact	:	**Applicable**. **Integrity Pact (Annexure-A1)** has to be signed by the bidder's authorized signatory who sign the Bid and uploaded along with the bid in e-portal. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.

3.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate of **Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having **"Organization Name"** field **other than Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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.

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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding Company to bind the Bidder/Bidding Company to the contract.

3.2 For participation, applicants already having User ID & Password for OIL's E- Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site https://etender.srm.oilindia.in/irj/portal.

3.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

Parties, who do not have a User ID, can click on Guest login button in the E- portal to view and download the tender. The detailed guidelines are available in OIL's E-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807178/4903.

3.3 Details of the process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at URL: http://oil-india.com/pdf/ETenderNotification.pdf).

3.4 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

4.0 Bid should be submitted online in OIL's e-Procurement site on or before **03:00 PM (IST) (Server Time)** of the bid closing date as mentioned in the e-Procurement portal and will be opened on the same day at **03:30 PM (IST)** at the office of the Office of GM (C&P), Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan in presence of the authorized representatives of the bidders.

5.0 The price shall be quoted lumpsum as specified in the "PRICE BID FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "Technical Attachment" (Un-priced Techno-Commercial Bid), otherwise the bid will be rejected.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.
(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

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

8.1 In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

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

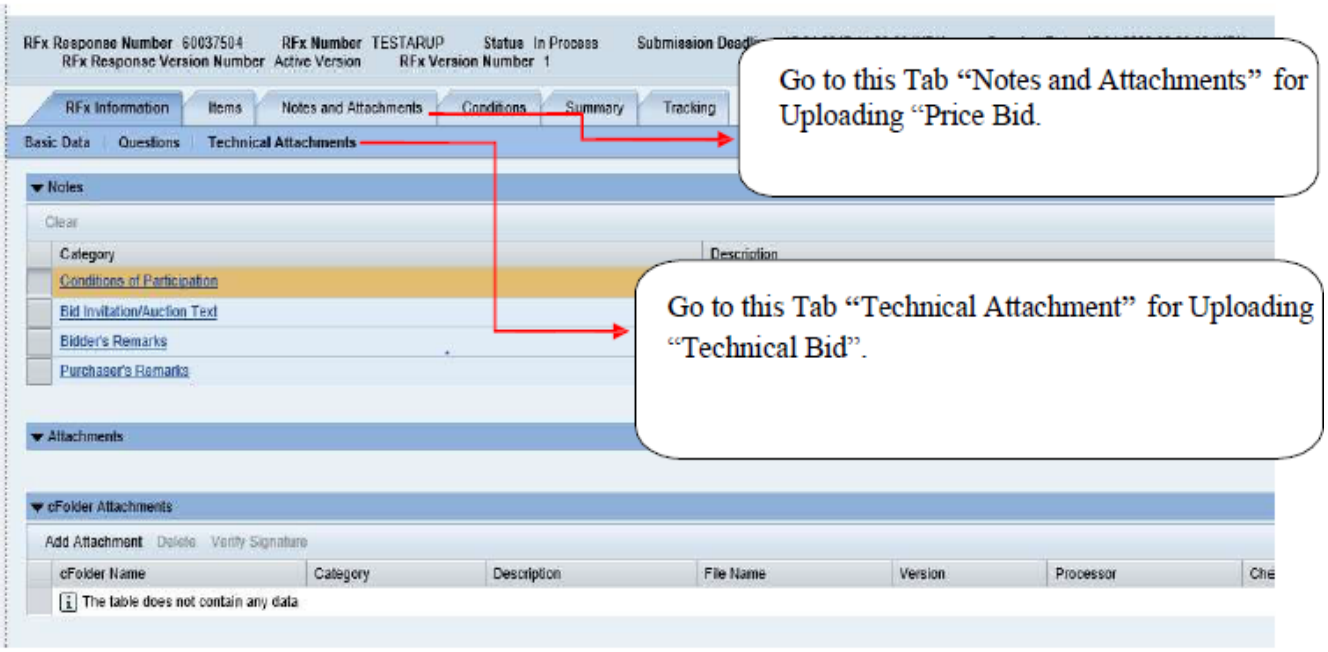
8.4 In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from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

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

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

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

9.0 **SCREENSHOTS:**



On **"EDIT"** Mode, bidders are advised to upload **"Technical Bid"** and **"Priced Bid"** in the respective places as indicated above:

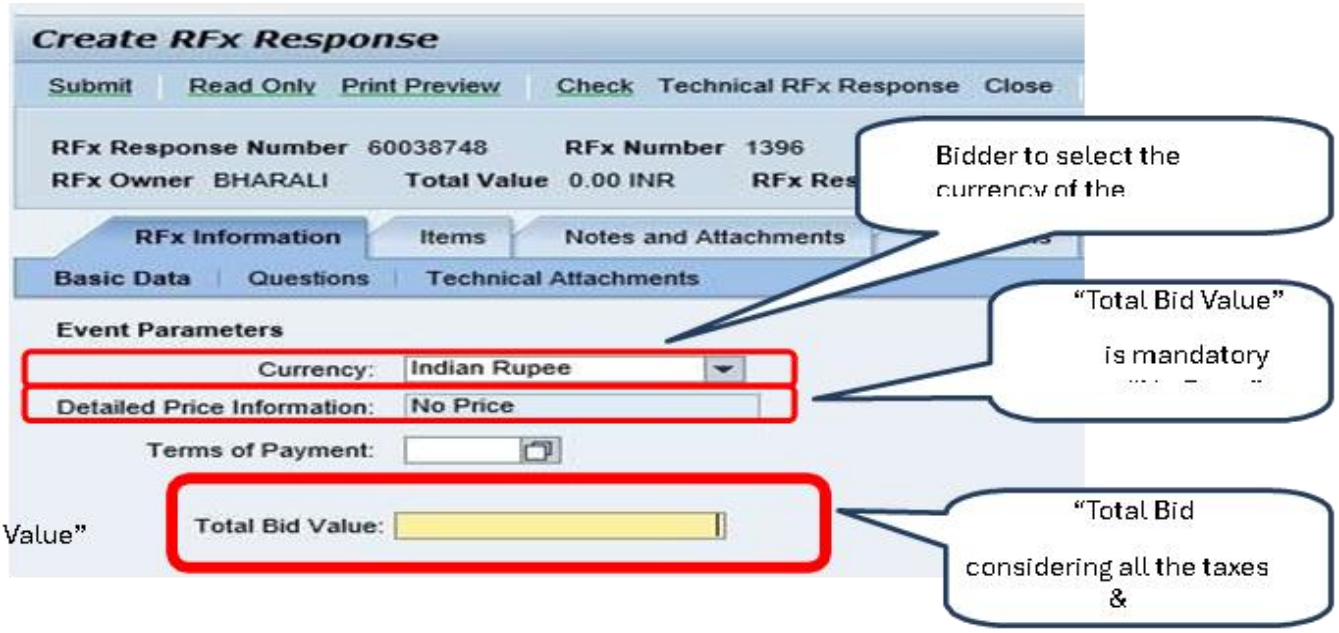
Note:

*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, first 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.

10.0 **Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where Detailed Price Information under RFx Information Tab **is "No price",** the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, **Bidders must upload their pricing as per the "Price Bidding Format" under "Notes & Attachment".** Additionally the bidders must fill up the on-line field **"Total Bid Value" under Tab Page"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.



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

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

13.0 **BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

14.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish 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 has to submit an undertaking in this regard as per attached format- **PROFORMA-L.**

15.0 **PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website.

The bidder shall submit an undertaking/declaration as per **PROFORMA-M** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The

bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

16.0 **TIME SCHEDULE:** 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 or Price Discount from the Contractor as per terms of the tender/contract.

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

18.0 **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. PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender). Hence, exemption from submission of bid security against MSE Units is not applicable for this tender.

b. Central as well as State Government Departments and 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.

19.0 The order of precedence of the documents in this tender document is as under:

i) Bid Evaluation Criteria
ii) Scope of Work / Special Conditions of Contract / Schedule of Rates/Price Bid Format
iii) General Conditions of Contract
iv) Instruction to Bidders

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

Yours faithfully,
OIL INDIA LIMITED

Amar Deep Singh)
SR. MANAGER (C&P)
FOR GENERAL MANAGER (C&P-RF)
FOR EXECUTIVE DIRECTOR (RF)

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OIL INDIA LIMITED (A Govt. of India Enterprise)
Contacts & Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan

VOLUME-I, SECTION-I

DOCUMENT TITLE: **INSTRUCTIONS TO BIDDERS**

TENDER NO: **CJI2628P27**

ITEM/SERVICE: **Hiring of "Works Contract" for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] alongwith Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of successful commissioning and handover.**

1.0 **ELIGIBILITY OF THE BIDDER:**

1.1 The eligibility of the bidders are listed under Bid Evaluation Criteria (BEC), SECTION – II of the Bid document.

1.2 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 **BID DOCUMENTS:**

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

A. Tender Forwarding Letter

B. Volume-I comprising of:
i) Instructions to Bidders (SECTION-I)
ii) Bid Evaluation Criteria (BEC), (SECTION-II)
iii) General Conditions of Contract (GCC), (SECTION-III)
iv) Schedule of Rates Price Bid Format, (Proforma-B)
v) Bid Form, (Proforma-C)
vi) Statement of Compliance, (Proforma-D)
vii) Bid Security Form, (Proforma-E, E1)
viii) Performance Security Form, (Proforma-F, F1)
ix) Agreement Form, (Proforma-G)
x) Proforma Letter of Authority, (Proforma-H)
xi) Authorization for Attending Bid Opening, (Proforma-I)
xii) Format for Certificate of Annual turnover & Net Worth (Proforma-J)
xiii) Integrity Pact, (Annexure-A1)
xiv) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma-L)
xv) Proforma of Declaration of Blacklisting, (Proforma-M)
xvi) Undertaking For Bidders Financial Standing, (Proforma-N)
xvii) Certificate of compliance to financial criteria, (Proforma-O)
xviii) Format of Declaration/Undertaking by bidder towards percentage of Local Content Offered (Proforma-P)
xix) Undertakings regarding clause for Land Border Sharing (Exhibit, I, II and III)

xx) Commercial Check List (Proforma-Q)
xxi) Undertaking for timeline compliance: Proforma-U
xxii) Mobilization Completion Certificate (Proforma-MOB)
xxiii) Technical Evaluation Sheet for BEC, (Proforma-BEC)
xxiv) Format for Authorization & Backup Warranty from Manufacturers (Proforma-Z)

C. Volume-II: comprising of:
i) Scope of Work (SOW)
ii) Special Condition of the Contract (SCC)

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid 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 BID 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 Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

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

5.2 Bidder's Name & address: Bidders should indicate in their bids their detailed

postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.3 Documents comprising the bid:

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

(A) **Technical Bid (to be uploaded in "Technical Attachments" tab)**

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with **Clause 9.0 hereunder.**
c) Bid Security (scanned) in accordance with Clause 10.0 hereunder.
d) Statement of compliance as per **Proforma–D**.
e) Integrity Pact digitally signed by OIL's competent personnel as **Annexure-A1**, attached with the bid document to be digitally signed by the Bidder.
f) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.
g) Any other document as called for in the tender.

Note: Please note that, NO PRICE should be mentioned in the "Technical Attachments" tab. If any price is mentioned by the bidder in their Technical bid, then their bid will be rejected straightway.

(B) **Price Bid (to be uploaded in "Notes and Attachments" tab**)

Bidder shall quote their prices and List of items to be Imported in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

a) Price Bid Format as per **Proforma-B**
b) List of items to be Imported showing CIF value**: Proforma-A**

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

6.0 **BID FORM:**

The bidder shall complete the Bid Form and upload the same along with their technical bid.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the **price bid format (Proforma-B) available in OIL's E-Tender Portal under "Notes & Attachment" Tab**. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during the performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any

corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 **CURRENCIES OF BID AND PAYMENT**:

As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

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

These are listed in BID EVALUATION CRITERIA (BEC), SECTION-II of the Bid document.

10.0 **BID SECURITY:**

10.1 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 10.8.

10.2 All the 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-E**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Jodhpur. 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 Insurance Surety Bond **(Format enclosed as PROFORMA-E1)**/Bank Draft/ Cashier's Cheque/ Banker's Cheque/ Fixed Deposit Receipt (Account OIL INDIA LIMITED)/ irrevocable Letter of Credit/ NEFT/ RTGS /Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (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 favour of "Oil India Limited" payable at Jodhpur.

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

ii.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account
f	IFSC Code	SBIN0000659

Note: 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 Techno-Commercial Bid documents.

iii. Bid Security may be submitted in the form of Insurance Surety Bonds as per the **Proforma-E1.**

iv. **Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):** Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	amar_singh@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
F	Registered address	Duliajan, Dibrugarh, Assam-786602

Note: 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/Insurance Surety Bond the scanned copy of the same should be submitted along with technical bid. The original hard copy of Bid Security should reach the office of GM (C&P), OIL-RF on or before 15.00 PM (IST) on the actual bid closing/opening date otherwise bid will be rejected.

10.3 Any bid not secured in accordance with sub-clause **10.2 above** shall be rejected by the Company as non-responsive.

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

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

10.6 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 24.0** below is furnished.

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

10.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.

b. If the bidder modifies/revises their bid suo-moto within its original / extended validity.

c. If the bidder does not accept the order/contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

e. 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.

f. In case the bidder has submitted multiple bids

10.9 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).

10.10 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.

10.11 The Bank Guarantee issuing bank branch must ensure the following.Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid. The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

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

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

[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 ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

The following is the Bank details of OIL, Rajasthan Field for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
A	*Bank Name*	*ICICI BANK LTD.*
B	*Branch Name*	*DULIAJAN*
C	*Branch Address*	*KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602*
D	*IFSC Code*	*ICIC0000213*
E	*Unique identifier code (Field 7037)*	*OIL503988890*
F	*Company name*	*Oil India Limited*
G	*Swift Code*	*ICICINBBXXX*

11.0 **PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. **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 actual Bid opening Date.**

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 10.0 above shall also be suitably extended. 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.

12.0 **SIGNING & SUBMISSION OF BIDS:**

12.1 Signing of bids:

12.1.1 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 "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal

verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per **PROFORMA-H**) shall be indicated by written Power of Attorney accompanying the Bid.

12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

12.2 Submission of bids:

12.2.1 The tender is processed under SINGLE STAGE TWO BID SYSTEM. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Bid. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per **Proforma-B** should be uploaded as Attachment just in the attachment link under **"Notes & Attachments"** Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to **GM (C&P), Oil India Ltd., Rajasthan Field, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 15.00 Hrs (IST)** on the bid closing date indicated in the IFB:

a) Original hard copy of Bid Security
b) Printed catalogue and literature if called for in the bid document.
c) Power of Attorney for signing of the bid digitally.
d) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

12.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-D** of the bid document and the same should be uploaded along with the Technical Bid.

12.4 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

13.0 **DEADLINE FOR SUBMISSION OF BIDS:**

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the “Forwarding Letter” on or before the bid closing date and time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

14.0 **LATE BIDS:**

Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

15.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

15.3 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 a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

16.0 **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.

Notwithstanding anything above, bidders are advised to refrain from seeking an extension of the due date for bid submission. OIL is not obligated to extend the Bid Closing Date and Time upon request from bidders.

17.0 **BID OPENING AND EVALUATION:**

17.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per **PROFORMA-I)** 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.

17.2 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.

17.3 Bids which have been withdrawn pursuant to clause 15.0 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.

17.4 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.

17.5 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.

17.6 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.

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

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

18.0 **OPENING OF PRICED BIDS:**

18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

18.2 In case of two-bid system, 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.

18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

18.4 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.

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

19.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.

19.1 Discounts / rebates:

19.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

20.0 **CONTACTING THE COMPANY:**

20.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.5.

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

21.0 **AWARD OF CONTRACT:**

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

22.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company 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 Company's action.

23.0 **NOTIFICATION OF AWARD:**

23.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

24.0 **PERFORMANCE SECURITY:**

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

24.1

a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-F1**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at Jodhpur. 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 must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bonds/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 Insurance Surety Bonds , 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 Jodhpur.

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

v.	Bank Details of Beneficiary: Oil India Limited, Rajasthan Field	
a	Bank Name	State Bank of India
b	Branch Name	Jodhpur
c	Branch Address	High Court Branch, Jodhpur
d	Bank Account No.	10827354741
e	Type of Account	Current Account

f	IFSC Code	SBIN0000659

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.**

c. Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG:

Details of Beneficiary		
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	amar_singh@oilindia.in
E	Local Address	Oil India Limited, Rajasthan Field, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan
F	Registered address	Duliajan, Dibrugarh, Assam-786602

No other mode of payment will be accepted by the Company. The Performance Security shall not earn any interest to the bidder from the Company.

24.2 Performance security may be submitted in the form of Insurance Surety Bonds as per the **Proforma-F2.**

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

24.4 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 ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602

24.5 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorized signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch

Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words 'Pledged in favour of Oil India Limited'.

To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official email id to Oil India's following e-mail id- (AMAR_SINGH@OILINDIA.IN)

FD NO.	Issue Date	Maturity Date	FD Amount	Beneficiary / Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal / Auto closure)	Remarks (if any) of the issuing Bank
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

24.6 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.

24.7 The Performance Security Deposit will be refunded to the Contractor after 03 (three) months 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.

25.0 **SIGNING OF CONTRACT:**

25.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

26.0 **CREDIT FACILITY:**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

27.0 **MOBILIZATION AND ADVANCE PAYMENT**

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

27.2 Advance payment 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 covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

28.0 **INTEGRITY PACT:**

28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

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

28.3 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.

28.4 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce

E-mail: ved60prakash@gmail.com

Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush

E-mail: ams057@gmail.com
Shri Radhakrishna Kini A, IPS (Retd.), E-mail: arvkini2004@yahoo.co.in; arvkini2004@gmail.com

29.0 **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.

30.0 **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.

31.0 ***GOODS AND SERVICES TAX:***

31.1 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.

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

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

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

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

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

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

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

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

31.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

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

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

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

31.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 08/2022 dated 13/07/2022 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.

31.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

31.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative/ blacklisted, then the bid may be rejected by OIL.

32.0 Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

33.0 Bidders have to mandatorily submit a duly filled **CHECKLISTS FOR BEC PROFORMA-BEC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

34.0 **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) PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender **(This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order, 2012).** Hence, exemption from submission of bid security against MSE Units is **not applicable** for this tender.

b) **Central as well as State Government Departments and Public Sector Undertakings (CPSUs)** are 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.*

35.0 **SITE VISIT**: It shall be the responsibility of the Contractor to make themselves acquainted with the prevailing site condition, availability of resources, accommodation facilities, transportation facilities etc. It is beneficial on the part of the bidders to make a visit to the Project site for their assessment prior to submission of their bid. The bidders shall ask for permission (with valid photo ID of visiting personnel) for visiting the project site at least one day in advance so that the necessary arrangement of Entry passes can be made on time.

END OF SECTION– I

OIL INDIA LIMITED (A Govt. of India Enterprise)
Contacts & Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan

VOLUME-I, SECTION-II

DOCUMENT TITLE:	**BID EVALUATION CRITERIA (BEC)**
TENDER NO:	**CJI2628P27**
ITEM/SERVICE:	**Hiring of "Works Contract" for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] alongwith Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of successful commissioning and handover.**

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

1.1 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document. Bids shall be rejected in case the Equipment and Services offered do not conform to the required parameters stipulated in the technical specifications/Scope of Work. Notwithstanding the general conformity of the bid to the stipulated specifications/ Scope of Work, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected.

1.2 Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and will be liable for rejection.

2.0 ELIGIBILITY CRITERIA:

The bidder must be incorporated/registered in India and must maintain more than or equal to 20% 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 **Purchase preference under Public**

Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 and FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies (wherever applicable), in addition to resorting to other options as may be deemed appropriate.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney alongwith the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-P**].

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

(d) Bids without the categoric mention of percentage of LC and undertakings as per the clause (a) & (b) and certificate as per (c) shall be liable for rejection.

3.0 TECHNICAL EVALUATION CRITERIA:

3.1 The bidder shall be either the Original Equipment Manufacturer (OEM) of the Heating, Ventilation and Air Conditioning (HVAC) System **OR** an authorized Dealer/Distributor/Supply House/Sole Selling Agent of Original Equipment Manufacturer (OEM) of the HVAC System. The bidder shall clearly indicate its status in the Technical Bid as under:

(a) Original Equipment Manufacturer (OEM) of the Heating, Ventilation and Air Conditioning (HVAC) System;

OR

(b) Authorized Dealer/Distributor/Supply House/Sole Selling Agent of Original Equipment Manufacturer (OEM) of the HVAC System

3.2 In case the bidder is not the Original Equipment Manufacturer (OEM) of the HVAC System and submits their offer as an authorized Dealer/Distributor/Supply House/Sole Selling Agent of the Original Equipment Manufacturer (OEM) of the HVAC System, then the bidder must submit a valid Authorization Letter/Certificate issued by its Original Equipment Manufacturer (OEM) (as per format enclosed herein vide **PROFORMA-Z**), confirming the bidder's status as their authorized Dealer/Distributor/Supply House/Sole Selling Agent to sell their products with proper warranty, guarantee back-up, and Comprehensive Annual Maintenance Contract (CAMC) support, along with the technical bid.

Such Authorization Letter/Certificate shall be duly sealed and signed by the Manufacturer on its official letterhead and must be valid at the time of bidding and should remain valid during the entire execution period of the order, including the

CAMC period. In case the bidder fails to provide the Authorization Letter/Certificate from its product manufacturer, the offer of the bidder shall be rejected straightaway.

3.3 The bidder must have experience of successfully executing/ completing similar nature of works during last 7 (seven) years reckoned from the Original Bid Closing Date of the tender in Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under-

At least **(01) one** similar nature of work valuing not less than **INR 149.56 Lakhs (excluding GST)**

OR

At least **(02) two** similar nature of work each valuing not less than **INR 93.48 Lakhs (excluding GST)**

OR

At least **(03) three** similar nature of work each valuing not less than **INR 74.78 Lakhs (excluding GST)**

Definition of similar nature of works: "Similar Works" shall mean supply, installation and commissioning of Heating, Ventilation and Air Conditioning (HVAC) Systems in Offices/Industrial Installations/Hospitals/Commercial Places.

3.4 Following Work experience will also be taken into consideration:

a) If the prospective bidder is executing 'Similar Contract(s)' 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 Clause No. 3.3 of the BEC.

b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned until 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(s) is a component of the contract.

3.5 For proof of requisite Experience (Clause No. 3.3 & Clause No. 3.4), the copy of following documents must be submitted along with the bid: -

a) Copy of Contract/Work order/LOA/LOI showing details of work.

b) Copy of **Completion Certificate** (in case of completed works) or **Partial Completion Certificate** (in case of on-going works contract) OR Performance Certificate OR Experience Certificate OR Payment Certificate issued by the client against the contract/work order/LOA/LOI mentioned in Para a) above showing:

i. Gross value of job done
ii. Work order No. /Contract No.
iii. Nature of job done
iv. Contract start date and completion date
v. Contract period

3.6 In case the bidder already has experience of satisfactorily executing similar contract for OIL INDIA LIMITED with executed contract quantity/value and experience equal to or more than the quantity/value mentioned in Clause no. 3.3 and 3.4 above, during last seven (07) years reckoned from the original bid closing date, then they should mention the OIL's contract number(s) in the technical bid which have been successfully executed by them and need not require to submit the documentary evidence. The offer will be summarily rejected, if the bidder neither submits the documentary evidence as above nor indicates OIL's last executed contract number & date in their technical bid.

Notes to above BEC Clauses:

a) If the prospective bidder has executed a contract in which Similar Work (s) is a component of the contract. In case the document submitted as per Para 3.5 above, are not sufficient to establish the value/quantity/period of the Similar Work(s) against Para clause No. 3.3 and 3.4, the bidder shall also have to submit the breakup of the works executed under such contract clearly indicating the value / quantity/ period of Similar Services(s) which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

b) Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation.

c) SIMILAR work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.

d) 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.

e) A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.

f) Only Letter of Intent (LOI)/Letter of Award (LOA)/ Contract Copy, or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 3.3/3.4 will only be treated as acceptable experience.

4.0 FINANCIAL EVALUATION CRITERIA:

4.1 Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **93.48 Lakhs**

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

4.2 The **Net worth** of the bidder must be Positive for the financial/accounting year preceding the Original Bid Closing date.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation"]

4.3 Notes to BEC Clause 4.0 above:

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: -

i) A certificate issued by a practicing Chartered/Cost Accountant ('UDIN' along with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-J.**

OR

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

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

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

c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt.

Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 4.1 & 4.2.

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 simultaneously to be uploaded in separate designated area/tab in OIL's e-Tender portal/e-procurement portal respectively. 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. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices.

The Un-priced Techno-Commercial Bid is to be uploaded in "Technical RFx Response" Tab and Priced Bid are to be uploaded in the "Notes & Attachments" Tab. **Please note that no price details should be uploaded in "Technical RFx Response" tab otherwise bid will be rejected.**

5.2 Prices/Rates should be quoted in **Indian Rupees** and must be as per **Proforma-B: Price Bid Format** uploaded under "Notes and Attachments" Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under "Notes and Attachments" Tab will only be considered.

Note: The breakup of the quoted / offered price, as per the prescribed Price Bid Format **MUST NOT** be uploaded with the technical bid; otherwise the bid **shall be rejected straightway.**

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 security**: Bid security in Original (if submitted in the form of physical Bank Guarantee) shall be furnished as a part of the **Techno Commercial Un-Priced Bid** and shall reach the OIL's office at Jodhpur (Rajasthan Field Office) on/before final bid closing date & time. A scanned copy of Bid Security document should also be uploaded along with the unpriced Techno-commercial Bid documents. The amount & validity of bid security should be as specified in the Forwarding Letter/Introduction. **Any bid not accompanied by proper & valid Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.**

5.5 Bids received through the OIL's e-procurement portal shall only be accepted. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

5.6 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

5.7 Bids shall be typed or written in indelible ink.

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 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

i. Firm price
ii. EMD / Bid Security/Bid Bond
iii. Period of validity of Bid
iv. Price Schedule
v. Performance Security/Performance Bank Guarantee/Security deposit
vi. Mobilization
vii. Delivery / Completion Schedule
viii. Scope of work/ Specifications
ix. Warranty/Guarantee of material/work
x. Liquidated damages clause
xi. Tax Liabilities Clause
xii. Arbitration / Resolution of Dispute Clause
xiii. Force Majeure Clause
xiv. Termination Clause
xv. Applicable Law Clause
xvi. GST clause
xvii. Insurance Clause
xviii. Integrity pact clause
xix. Safety and labour laws

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

5.13 Bid received with validity of offer less than **120 (One Hundred Twenty)** days from actual Bid Opening Date will be rejected.

5.14 **Integrity pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Annexure-A1/Integrity Pact**" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-

Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected. In case of a joint venture, all the partners of the joint venture should sign the Integrity pact. 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.

5.15 **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 available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-L**.

5.16 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Proforma–N** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.

5.17 The bidder shall submit an undertaking/declaration as per **Proforma–M** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

6.0 **PRICE EVALUATION CRITERIA**:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.

6.1 Price evaluation of bids shall be carried out as per the **Proforma-B: Price Bid Format** provided in the Tender / e-tender portal. 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 all liabilities and GST quoted. Bidder must comply all the provision of "Price Bid Format (**Proforma-B)** failing which their offer shall be rejected.

6.2 The quantities shown against each item in the **Proforma-B: Price Bid Format** shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

6.3 The total price quoted by the successful bidder must remain firm during the entire period of execution of the contract. The total quoted price of the successful bidder shall be mentioned in SOR/Price bid Format 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 will be rejected.

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 discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

6.6 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.

6.7 The rates/prices must be quoted in **Indian Rupees (INR) only.**

6.8 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.

6.9 If the bidders quote Total Charges/consideration as NIL in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.

6.10 Arithmetical errors, if any, in the price bids will be rectified on the following basis. "If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."

6.11 OIL will prefer to deal with registered bidder 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.

6.12 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

6.13 Being '**Works Contract**', GST to be considered by the bidder as per GST guideline.

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

6.15 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 award of contract to that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.

6.16 In case of identical overall lowest offered rate by more than 01 (one) bidder. The Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price.

6.17 **Splitting**: Services/tendered quantities under this tender are **non-splitable**. Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to one bidder.

6.18 **GOODS & SERVICE TAX:** The bidder is to quote the rates/prices in **Proforma-B: Price Bid Format** inclusive of all taxes, duties, levies and statutory liabilities etc., **but exclusive of Goods & Service Tax (GST)**. 18% GST rate indicated in the Price Bid Format is only for the purpose of uniform bid evaluation. However, quantum (%age) of GST as applicable against the contract should be indicated separately by the bidder in the technical bid in checklist/Proforma. GST as applicable shall be extra to OIL's account limiting to the rate as per the SAC code quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

7.0 PURCHASE PREFERENCE CLAUSE:

MSE Purchase Preference: Not Applicable

PPP-MII Purchase Preference: Applicable

7.1 **PURCHASE PREFERENCE TO MSE BIDDERS:** Since this is a tender for Works, therefore Public Procurement Policy for MSEs Order, 2012 is **not appliable** for this tender. Thus, exemptions and preferences allowed as per Government Guidelines in vogue and PPP (Public Procurement policy) for Micro and Small Enterprises is not applicable for this tender.

7.2 PURCHASE PREFERENCE POLICY (MAKE IN INDIA) (PP-MII):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India 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 26.04.2022 and FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Purchase Preference Policy Linked with MII (PP-MII) falling within the price band of L1+20% shall be applicable to this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly.

In order to avail purchase preferences and to comply PPP-MII policy, the undertaking for percentage of Local content shall be submitted by the bidder alongwith their offer as per **PROFORMA-P** to undertake that for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2O17-FP- PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any).

For purchase preferences under PPP-MII, bidder to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted requisite document/certificate. Evaluation of bids with reference to PPP-MII policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PPP-MII policy and denial of benefits under the policy.

8.0 AWARD OF CONTRACT:

8.1 Services/tendered quantities under this tender are non-splitable.

8.2 Contract shall be awarded for the entire scope of work under this tender to **one bidder** subject to purchase preferences under Public Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

L-1 bidder is a Class I local supplier: In case if the L1 bidder is a Class I local supplier, the contract shall be awarded to the L1 bidder.

L-1 Bidder is other than Class I local supplier: In case if the L1 bidder is not a Class I local supplier, then the lowest eligible Class I local supplier falling within the price band of L1+20% will be invited to match their price with the L1 price. If such Class I local supplier agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I local supplier within price band of L1+20% and so on. In case none of the Class I local supplier within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

8.3 **Note for Matching of Price**: The "Total Contract Price" shall be matched with that of the L-1 bidder by reducing the differential rates proportionately against the line items where their rates/ prices are found to be higher than that of the L-1 bidder. The original rates quoted by the bidders will not be allowed to increase under any circumstances.

9.0 **COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

10.0 GENERAL NOTES:

10.1 The compliance statement (**Proforma–D**) clearly indicating "NIL Exception/Deviation" to Tender clauses should be signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of bidding document not covered under BEC, 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.

10.2 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 also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be liable for rejection. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

10.3 If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.

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

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

10.6 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

10.7 Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.

10.8 Any exception or deviation to the Tender requirements must be tabulated in **"Statement of Compliance" (Proforma-D)** by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

11.0 <u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA</u>:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide Order No. F.No. 6/18/2019-PPD dated 23.07.2020 and Order No. F.7/10/2021-PPD (1) dated 23.02.2023 has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. The bidders must submit undertakings as per **EXHIBIT-I, EXHIBIT-II & EXHIBIT-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 a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

12.0 SUBMISSION OF CHECKLIST: Bidder must submit the duly filled Commercial checklist as per **PROFORMA-Q**, other proformas and relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 **Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 **Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 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 the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

6.5 CONTRACTOR shall be deemed to have satisfied himself before submitting their 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, cover all its obligations under the contract.

6.6 CONTRACTOR 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.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

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

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims: CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 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.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 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. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 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.

12.3.6 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.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 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.

12.4.3 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.

12.4.4 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.

12.4.5 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.

12.4.6 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.

12.4.7 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.

12.4.8 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.

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

12.4.10 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.

12.5 Anti-profiteering clause

12.5.1 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.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools,

any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its 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.

14.4 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.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public 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.

iii) **Comprehensive General Automotive Liability:** 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 shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs 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 their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 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. 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 sub-CONTRACTOR 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.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 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 sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs 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 their CONTRACTORs or sub-CONTRACTORs, 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 sub- CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs 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 sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 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 sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities

arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

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 (if not specified otherwise in SCC), 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.

c) 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.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to

sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, 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 or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub- CONTRACTORs.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/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.

20.2 Except as provided hereof 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/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.

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 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, 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 which is:

a) 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) 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.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 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.

26.4 During the currency of the 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 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.

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

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 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.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 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.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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 term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period**.** [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 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 CONTRACTOR, 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, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority 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.

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, 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 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 <u>LABOUR LAWS</u>:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil 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 CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 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.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 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 shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any 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 and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), 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.

39.3 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.

39.4 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.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 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 and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ 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 GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

1. 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an 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.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interestand counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

5. 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.

6. 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.

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.6 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 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 Article from **44.1 to 44.8** 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 of services as per the Contract upto the date of termination.

44.10 **Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

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Annexure – GST

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

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

1. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

2. The quoted price shall be deemed to be inclusive of all taxes ,duties & levies except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL/client shall not be liable to make any payment on account of GST against such invoice.

4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL/client.

6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/client to Contractor / Supplier.

7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL/project owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL/project

owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL/client for reasons attributable to Contractor / Vendor, OIL/client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL/client shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL/project owner.

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

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

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

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

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

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

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

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

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

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

15. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/OIL, and pass on the benefits, if any, after availing input tax credit.
Any invoice issued shall contain the following particulars-
a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services;
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/ UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-
a) The original copy being marked as ORIGINAL FOR RECIPIENT;
b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

16. GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

OIL INDIA LIMITED (A Govt. of India Enterprise)
Contacts & Purchase Department
02-A, District Shopping Centre
Saraswati Nagar
Basni
Jodhpur – 342 005
Rajasthan

VOLUME-II

DOCUMENT TITLE:	**SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)**
TENDER NO:	**CJI2628P27**
ITEM/SERVICE:	**Hiring of "Works Contract" for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] alongwith Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of successful commissioning and handover.**

1.0 Background:

Oil India Limited's office complex, known as *Oil House*, Jodhpur, was commissioned in the year 2012. A centralized HVAC system of **LGE make** was installed during the original construction. The system has now completed 13 years of operation and has reached the end of its effective service life, resulting in performance deterioration and increasing maintenance frequency and subsequent cost.

To ensure efficient and reliable air conditioning in the premises, it has been decided to replace the existing HVAC installation with a new system. The existing HVAC system has reached the end of its service life and requires complete revamping.

The new system shall be designed based on fresh heat load calculations with complete replacement of existing GI ducting, refrigerant piping, drain piping and associated infrastructure.

The new system should align with present energy efficiency standards and maintain compatibility with existing infrastructure and aesthetics.

Note: For Site Visit

1. Bidders shall visit the site and thoroughly analyse the existing HVAC installation, building layout, execution constraints, electrical infrastructure, access conditions, and operational requirements before submission of bid.
2. Submission of bid shall be deemed as confirmation that the bidder has fully understood the site conditions, scope complexity, execution challenges, and associated risks.
3. No additional claim arising out of lack of site understanding or insufficient site inspection shall be entertained after award of work.

1.1 Existing HVAC System

- VRF-type indoor and outdoor units of LGE make installed on all floors.
- Refrigerant piping network in copper with insulation routed through ceilings and service shafts.
- Individual control points on each floor, linked with floor-level electrical distribution boards.
- Available drawings and documents are enclosed in the tender.

OIL House AC Circuit Details Unit foot							
Sr. No.	**Circuit Name**	**Department/Section**	**Room No.**	**IDU Capacity (Tr)**	**Width**	**Length**	**Height**
1	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	015	1.28	9.416	11.25	7.83
2	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	016	1.28	9.416	11.25	7.83
3	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	017	1.28	9.33	11.66	7.83
4	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	018	1.28	9.33	11	7.83
5	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	019	1.28	9.33	11.583	7.83
6	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	020	2.00	10.66	11.583	7.83

7	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	021	2.00	10.66	11.5	7.83
8	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Engineering Services Ground Floor	022	2.00	13.74	11.75	7.83
9	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	220	1.28	9.66	10.66	7.83
10	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	221	1.28	11	10.66	8
11	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	222	1.28	9.83	11.58	8
12	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	223	1.28	9.83	10.66	8
13	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	225	1.28	9.83	10.66	8
14	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	226	1.28	9.66	10.66	8

15	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	227	1.28	9.83	10.66	8
17	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	229	2.02	9.83	10.66	8
18	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	230	2.02	9.83	10.66	8
19	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	231	2.02	9.83	10.66	8
20	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	232	2.02	9.83	10.66	8
21	Circuit-01 CKT-1 32 HP VRV/VRF Unit-Executive Room	Chemical & Production Second Floor	233	3.02	9.83	10.66	8
22	*Split AC*	Chemical & Production Second Floor	*228*		*16*	*15*	*8*
23	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	02	2.02	16	12	8
24	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	03	2.02	10.66	11.25	8

25	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	04	2.02	10.66	11.5	7.91
26	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	05	1.28	9.58	11.66	7.91
27	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	06	1.28	9.25	11.16	7.91
28	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	07	1.28	9.5	11.66	7.91
29	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Administration Ground Floor	08	2.00	9.5	11.66	7.91
30	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	113	1.28	23.58	16.416	7.83
31	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	114	1.28	22	16.416	7.83
32	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	115	1.28	9.83	8.08	7.83

33	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	116	1.28	9.83	8.08	7.83
34	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Steno & Auditors Accounts First Floor	128	1.28	28.33	10	7.83
35	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Steno & Auditors Accounts First Floor	128	1.60	28.33	10	7.83
36	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Geoscience First Floor	102	2.02	15.75	10.66	7.83
37	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Geoscience First Floor	103	2.02	10.66	11.5	7.83
38	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Geoscience First Floor	104	2.02	10.66	10.25	7.83
39	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Geoscience First Floor	105	2.02	10.66	11.41	7.83
40	Circuit-02 CKT-2 32 HP VRV/VRF Unit-Executive Room	Geoscience First Floor	106	3.02	10.66	10.25	7.83
	ED Pantry	-	*112*	-	*16*	*9*	*7.83*

41	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	119	1.28	18.66	10.08	7.83
42	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	120	1.28	10.41	10.33	7.83
43	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	121	1.28	9.83	10	7.83
44	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Accounts First Floor	122	1.28	9.83	10	7.83
45	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	123	1.28	10	9.58	7.83
46	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	113	1.28	23.58	16.416	7.83
47	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Project Head Section First Floor	114	1.28	22	16.416	7.83
48	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	124	1.28	15	8.41	7.83

49	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	125	1.28	11.16	8.41	7.83
50	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Material First Floor	126	1.60	13.41	7.33	7.83
51	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Accounts First Floor	129	1.28	10.41	10.66	7.83
52	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Accounts First Floor	130	1.60	10.41	10.75	7.83
53	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Accounts First Floor	131	1.60	10.41	10.75	7.83
54	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Accounts First Floor	132	1.60	15.83	10.41	7.83
55	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Drilling Second Floor	202	3.02	15.25	12	8
56	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Drilling Second Floor	203	2.02	11.08	10.58	8

57	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Drilling Second Floor	204	2.02	11.58	11.52	8
58	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Drilling Second Floor	205	2.02	10.83	10.33	8
59	Circuit-03 CKT-3 32 HP VRV/VRF Unit-Executive Room	Drilling Second Floor	206	3.02	10.83	10.33	8
60	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Vigilance & IT Section Second Floor	212	1.28	13	8.66	8
61	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Vigilance & IT Section Second Floor	213	1.28	8.66	9	8
62	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Vigilance & IT Section Second Floor	214	1.28	11.91	8.66	7.83
63	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Vigilance & IT Section Second Floor	215	1.28	8.33	9	7.83
64	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Vigilance & IT Section Second Floor	216	1.28	16	8.33	8

65	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Drilling cabin Atrium side Second Floor	207	1.28	8.66	12	8
66	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Drilling cabin Atrium side Second Floor	208	1.28	11	15	8
67	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Drilling cabin Atrium side Second Floor	209	1.28	10	10	8
68	Circuit-04 CKT-4 10 HP VRV/VRF Unit-Executive Room	Drilling cabin Atrium side Second Floor	210	1.28	10	10	8
69	Circuit-05/CKT-2 Corridor VRF AC	Corridor- ES Section-Ground Floor- 4nos.	Total = 13 Nos.	3.02	57	40	7.83
70	Circuit-05/CKT-2 Corridor VRF AC	Corridor- Admin Section- Ground Floor-5nos.		3.02	72	30	8
71	Circuit-05/CKT-2 Corridor VRF AC	Glass Rooms - Geo Science Section- First Floor-2nos.		3.02	8	9	8
72	Circuit-05/CKT-2 Corridor VRF AC	Room No. 107 - Geo Science Section-First Floor- 2nos.		3.02	8	9	8
73	Circuit-06/CKT-1 Corridor VRF AC 40 HP VRV/VRF Unit-Corridor AC	Corridor- C&P,A/C Section-First Floor-3nos.	Total - 12 nos.	3.02	60	26	7.83
74	Circuit-06/CKT-1 Corridor VRF AC	Ream Centre - Geo Science Section-First Floor- 1nos.		3.02			

75	Circuit-06/CKT-1 Corridor VRF AC	Corridor- Drilling Section-Second Floor-2nos.		3.02	36	18	8
76	Circuit-06/CKT-1 Corridor VRF AC	Corridor- Production Section-Second Floor-2nos.		3.02	54	28	8
77	5.5 TR Ductable Unit - Cafeteria GF	Auditorium			34	34	9
78	5.5 TR Ductable Unit - Auditorium-GF						
79	5.5 TR Ductable Unit -FF	For A/c & C&P	Non-Operational				
80	5.5 TR Ductable Unit -SF	For Chemical & Production	Non-Operational				
81	5.5 TR Ductable Unit -GF	Cafeteria			35	16	8
82	8.5 TR Ductable Unit -GF	For Admin Corridor	Non-Operational				
83	8.5 TR Ductable Unit -FF	For GeoScience Corridor	Non-Operational				
84	8.5 TR Ductable Unit -SF	For Drilling Corridor	Non-Operational				
85	11 TR Ductable Unit-Basement	For Archive Room	Non-Operational				
86	17.5 TR Packaging Unit-GF	For Room No. 102, Admin Corridor, Atrium	Can't be Measured				
87	17.5 TR Packaging Unit-FF	For Ream Centre, GeoScience Corridor, Atrium, ED Section	Can't be Measured				
88	17.5 TR Packaging Unit-SF	For Drilling Corridor, IT Section Corridor, Server Room	Can't be Measured				

1.2 Existing power distribution network for HVAC system

- The HVAC power distribution is through dedicated LT panels/ DBs ,fed from the main distribution panel at the Basement.
- Separate isolators and breakers are provided for indoor and outdoor units.
- The system also has DG backup through the essential power bus.

Main AC Panel (Basement)

Description	Details
Panel Name & Location	Main AC Panel (Basement)
Incomer	630A MCCB

Outgoing Feeders

Sl. No.	Connected Load / Equipment	Feeder Details
1	17.5 TR Packaging Unit – GF	100A MCCB Feeder
2	17.5 TR Packaging Unit – FF	100A MCCB Feeder
3	17.5 TR Packaging Unit – SF	100A MCCB Feeder
4	AC Panel (Terrace–1)	400A MCCB Feeder
5	AC Panel (Terrace–2)	400A MCCB Feeder
6	Ventilation Panel	100A MCCB Feeder
7	Spare Feeder	100A MCCB Feeder
8	EV Charger Provision	Spare 63A MCCB Feeder

AC Panel (Terrace–1)

Description	Details
Panel Name & Location	AC Panel (Terrace–1)
Location	Terrace
Incomer	400A MCCB

Outgoing Feeders

Sl. No.	Connected Load / Equipment	Feeder Details
1	5.5 TR Ductable Unit – Cafeteria GF	63A MCCB Feeder
2	5.5 TR Ductable Unit – Auditorium GF	63A MCCB Feeder
3	5.5 TR Ductable Unit – FF	63A MCCB Feeder
4	5.5 TR Ductable Unit – SF	63A MCCB Feeder
5	8.5 TR Ductable Unit – GF	63A MCCB Feeder
6	8.5 TR Ductable Unit – FF	63A MCCB Feeder
7	11 TR Ductable Unit – Basement	63A MCCB Feeder
8	5.5 TR Ductable Unit – Spare 1	63A MCCB Feeder
9	5.5 TR Ductable Unit – Spare 2	63A MCCB Feeder
10	DP MCB Feeders	40A × 03 Nos.
11	DP MCB Feeders	40A × 03 Nos.
12	DP MCB Feeders	32A × 04 Nos.
13	DP MCB Feeders	32A × 04 Nos.
14	DP MCB Feeders	32A × 04 Nos.
15	Motor Starters	3.3 kW × 02 Nos.
16	Ductable Split Spare	63A MCCB Feeder
17	Spare / Vacant Provision	Available

AC Panel (Terrace–2)

Description	Details
Panel Name & Location	AC Panel (Terrace–2)
Location	Terrace
Incomer	400A MCCB

Outgoing Feeders

Sl. No.	Connected Load / Equipment	Feeder Details
1	Tapping from I/C Bus for AC Panel (Terrace–3)	Provision
2	CKT–1: 32 HP VRV/VRF Unit – Executive Room	100A MCCB Feeder

3	CKT–2: 32 HP VRV/VRF Unit – Executive Room	100A MCCB Feeder
4	CKT–3: 32 HP VRV/VRF Unit – Executive Room	100A MCCB Feeder
5	CKT–4: 10 HP VRV/VRF Unit – Executive Room	100A MCCB Feeder
6	Spare Feeders	63A MCCB × 02 Nos.

AC Panel (Terrace–3)

Description	Details
Panel Name & Location	AC Panel (Terrace–3)
Location	Terrace
Incomer	250A MCCB

Outgoing Feeders

Sl. No.	Connected Load / Equipment	Feeder Details
1	CKT–1: 40 HP VRV/VRF Unit – Corridor AC	100A MCCB Feeder
2	CKT–2: 40 HP VRV/VRF Unit – Corridor AC	100A MCCB Feeder
3	Spare Feeder	100A MCCB
4	Spare Feeder	125A MCCB
5	Spare Feeders	63A MCCB × 02 Nos.

- **Replacement of Electrical Panels and Associated Cabling**
- As part of the scope of work, all existing HVAC electrical distribution panels shall be replaced with new panels, along with complete replacement of associated outgoing cabling. This shall cover the following panels and their cabling:
    - The existing HVAC AC Supply Panel located in the **Basement**, including all outgoing feeder cables from this panel to downstream equipment and panels, shall be replaced in full.
    - All three HVAC electrical panels located on the **Terrace** along with all outgoing cables from these panels to respective outdoor and indoor units, shall be replaced in their entirety.
- All new panels shall be of adequate fault-level rating, shall comply with applicable BIS/IEC standards, and shall include properly rated MCCBs, busbars, earth bars, and cable termination arrangements. New panels shall be supplied along with a complete engineering drawing package during drawing submission for approval by EIC prior to fabrication.

2.0 Scope of Work

The project shall be executed as a complete turnkey HVAC system revamping Works Contract comprising survey, design/engineering, procurement, supply, dismantling, buy-back/disposal, installation, testing, commissioning, performance demonstration, documentation, handover, Defect Liability Period (DLP) and, thereafter, Comprehensive Annual Maintenance Contract (CAMC) for three (3) years. The Contractor shall be responsible for all activities necessary to deliver a safe, complete, tested, commissioned and fully functional HVAC system in accordance with the Contract.

The Contractor shall undertake end-to-end redesign and replacement of the existing HVAC installation, including ducting, refrigerant piping, drain piping, electrical distribution, controls and all associated infrastructure identified in the approved design. All incidental, ancillary and enabling works that are necessary for completion, commissioning and satisfactory performance of the system shall be deemed included in the Contractor's scope, whether or not individually listed and such works are within the nature and intent of the tendered HVAC revamping work.

The contractor shall ensure smooth execution of works in the occupied premises, maintaining uninterrupted office functioning through a planned isolation and floor-wise shifting schedule approved by the Engineer-in-Charge (EIC).

2.2 Design Approval

Prior to commencement of procurement of major equipment/materials or permanent installation, the Contractor shall prepare and submit complete design and engineering documents for review and approval by OIL's Engineer-in-Charge (EIC). Approval/review by OIL/EIC shall not relieve the Contractor of responsibility for correctness, adequacy, completeness, compatibility, safety or performance of the design, equipment and installation. The Contractor shall remain fully responsible for achieving all specified performance requirements notwithstanding any review or approval by OIL.

This clause establishes the mandatory design criteria and approval requirements that shall govern the design component of the Pre-Execution Report submitted under **Clause 3.0**. The design submission, forming part of the Pre-Execution Report, shall include as a minimum, heat load calculations, equipment selection, system schematics, layout drawings, electrical single-line diagrams, and refrigerant piping schematics, all prepared in accordance with the criteria specified below.

Design Criteria

The design shall be based on the following minimum criteria, which shall be explicitly demonstrated in the design submission:

1. **Ambient (Outdoor) Design Temperature:** 55°C
2. **Relative Humidity:** approx 45 %
3. **Indoor Design Temperature:** 24°C ± 1°C.
4. **Diversity Factor:** 100%
5. **Equipment / Miscellaneous Internal Heat Load:** A minimum of 0.5 kW per room shall be assumed as internal equipment load (computers, lighting, and miscellaneous electrical equipment) for heat load calculation purposes, irrespective of actual connected load.
6. **Automatic Bypass System:** Each circuit shall be provided with an automatic bypass arrangement to isolate the faulty unit and maintain continued operation of remaining circuits without manual intervention.

The Contractor shall revise and resubmit in case of comments. Procurement of equipment and materials shall not commence until written approval of the design component has been issued by the EIC. All other non-procurement activities under **Clause 3.0** may proceed in parallel pending design approval.

2.3 Kick-off Meeting

1. Within **7 days** of issue of Letter of Award (LoA), the Contractor shall attend a mandatory Kick-off Meeting with OIL's Engineer-in-Charge (EIC) and concerned to finalise the project mobilisation and execution plan.

2. Agenda of the Kick-off Meeting shall include project execution schedule, tentative milestones, mobilisation plan, manpower deployment plan, safety & HSE arrangements, temporary isolation/phasing plan, access and logistics, coordination protocol, and procedures for change/variation management.

3. The Contractor shall submit the initial Project Execution Plan, preliminary resource histogram, and a tentative bar chart (Gantt) within **15 days** of the Kick-off Meeting.

2.4 Mobilisation Clause

1. **Mobilisation period:** The Contractor shall complete mobilisation **within 45 days** from the date of issue of Letter of Award (LoA). Mobilisation shall be deemed complete only upon submission and acceptance by the EIC and issuance of Mobilisation Completion Certificate (enclosed as per **PROFORMA-MOB**).

2. **Mobilisation deliverables:** The following shall be made available on site by the end of the mobilisation period unless otherwise agreed in writing by the EIC.

    - The Contractor shall complete mobilisation of all necessary resources required for commencement of work **within 45 days** from the date of LoA, in accordance with the commitments documented in the Minutes of the Kick-off Meeting.

3. **Extension & penalties:** Any delay in mobilisation beyond 45 days without written approval of the EIC shall constitute delay attributable to the Contractor and shall attract the applicable contractual delay damages/LD as specified in the Contract.

3.0 Pre-Execution & Site Preparation

1. The contractor shall undertake a comprehensive survey of the entire HVAC installation to assess the following:
    - Space availability for new outdoor and indoor units.
    - Assessment of existing infrastructure for integration with the new system, including strengthening or augmentation wherever required.
    - Identification of points requiring modification or strengthening.

2. A **Pre-Execution Report** shall be submitted within 30 days of mobilization completion containing:
    - Design submission: Room-wise and floor-wise Heat Load Calculations carried out using accepted industry practices and OEM methods, strictly in accordance with the Design Criteria specified in **Clause 2.2**. The calculations shall demonstrate compliance with the prescribed ambient and indoor temperature conditions, diversity factor, minimum equipment load assumptions, and all other parameters defined therein.
    - Floor-wise layout plan of existing and proposed installation.

- Assessment of existing infrastructure to determine the extent of modification required for integration with the new system and for optimal system performance.
- Plan for dismantling, debris clearance, and temporary isolation for floor wise execution.
- Floor-wise execution sequence ensuring minimum disruption to office activities.

3. The contractor shall obtain all work permits, mobilize skilled manpower, arrange scaffolding, PPE, and ensure full compliance with OIL's Safety, Health, and Environment (SHE) guidelines prior to commencement.

4.0 Dismantling, Buy-Back, and Disposal:

1. The Contractor shall safely dismantle all existing HVAC components identified for replacement, including indoor/outdoor units, refrigerant piping, drain lines, controllers, insulation, electrical connections and associated accessories. Dismantling shall be carried out systematically without damage to building finishes, furniture, electrical installations or other services. Any damage attributable to the Contractor shall be repaired/reinstated at its own cost.

2. Dismantled equipment/material identified for buy-back shall be handed over to the Contractor only after joint verification and written handover by the EIC. The Contractor shall be responsible for safe lifting, handling, loading, transportation and lawful disposal/recycling in accordance with applicable environmental and statutory requirements.

3. The dismantled equipment, including indoor/outdoor units and accessories, shall be taken under the **buy-back clause (ANNEXURE-I) of NIT**.

4. Refrigerant recovery shall be performed using appropriate machines. Venting into the atmosphere is strictly prohibited.

5. All dismantling debris and waste shall be segregated and removed from the site promptly and, in any event, before commencement of normal office operations on the following working day unless otherwise approved. Work areas shall be left clean, safe and fit for normal use after each phase.

5.0 Supply of New System

1. The contractor shall supply all new HVAC units, materials, and accessories required for the installation, including:

   - Outdoor and indoor units (VRF/VRV).
   - AHUs if necessary for large areas.
   - Copper refrigerant piping, insulation, fittings, and accessories.
   - Electrical power cables, control cables, communication cables, isolators, and MCBs.
   - Drain piping, supports, vibration isolators, anchors, hangers, and all consumables.
   - Refrigerant gas, fasteners, clamps, gaskets, and sealing materials.

2. All supplied materials shall be manufactured within one year of the date of award of contract and conform to OEM specifications and current energy efficiency norms as per Ministry of Power (BEE rating 4-star or above where applicable).

3. Any ancillary item or component not specifically listed but essential for the complete functioning of the system shall be deemed included in the contractor's scope.

4. The Contractor shall design and provide a completely new refrigerant piping and ducting system, including rerouting, resizing, insulation, supports, identification and testing as required by the approved design. Use of existing refrigerant piping/ducting is not envisaged.

6.0 Installation and Integration

1. Installation shall be carried out strictly in accordance with the approved design, OEM installation guidelines, applicable standards and OIL safety requirements and to the satisfaction of OIL's EIC. The Contractor shall remain responsible for workmanship, alignment, supports, accessibility, maintainability and system performance.

2. All refrigerant piping joints shall be brazed under continuous dry nitrogen purging. Piping shall be pressure-tested, vacuum-dried, leak-tested and documented in accordance with OEM requirements before refrigerant charging and commissioning.

3. Power and control cabling shall be terminated neatly with ferrules, gland plates, and proper earthing with earthing strips. Separation shall be maintained between power and communication cables.

4. The system shall be seamlessly integrated with existing electrical distribution, without interference to office operations or safety systems.

5. Final indoor & outdoor unit positioning shall be as per approved design and optimized layout based on revised heat load calculations.

7.0 Civil, False Ceiling, and Finishing Works

1. The contractor shall carry out all necessary civil, carpentry, and restoration/repairing works associated with HVAC installation, including:

    - Core cutting, drilling, grouting, plastering, sealing of wall/floor openings.
    - False ceiling removal and reinstallation wherever required for piping and duct routing.
    - For reinstallation/replacement of false ceiling, ceiling tiles/panels shall be of Saint-Gobain, Anutone, or equivalent approved make by EIC.
    - Wooden/metal boxing and framing for concealment of new pipelines or drains.
    - Painting, touch-up, and finishing of affected areas to restore to original condition.
    - Any associated masonry, POP, or finishing work required for aesthetic restoration/repair.

2. The contractor shall take utmost care to protect the building interiors, furniture, lighting, and existing electrical installations during execution. Any damage caused shall be repaired by the contractor at no additional cost.

3. Paint materials, shades, and finishes shall match the existing décor of Oil House.

4. The scope includes **all necessary civil, structural, and architectural modifications** arising out of complete system revamping.

8.0 Execution Phase and Planning of execution of work

1. Since OIL HOUSE is a fully operational office building, execution shall be carried out in a phased and isolated manner to ensure continuity of work environment.

2. Necessary planning shall be done in consultation with EIC before starting of work.

3. The contractor shall provide and maintain all temporary isolation arrangements, including:

    - Barricading and signage for safety and access control.
    - Guarding dismantled areas, equipment, and materials.
    - Dust-proofing and temporary partitions if required.
    - Safe routing for occupants and visitors.

4. All costs associated with isolation, temporary relocation, guarding, cleaning, and reinstatement as necessary are deemed included in the contractor's quoted rates.

5. During execution, if any damage occurs to ceilings, walls, furniture, electrical fittings, paint, or tiles, the contractor shall make good the same at his own cost to the satisfaction of OIL.

6. Contractor shall execute works during night hours, weekends or holidays as directed by EIC to minimize disruption and timely completion of the works.

7. **Housekeeping During Execution:** The Contractor shall ensure the presence of dedicated housekeeping staff at the worksite throughout the execution of this project. Housekeeping personnel shall be deployed to maintain cleanliness of work areas, passages, and common areas on a continuous basis during and after each work shift. Work areas shall be cleared of dust, debris, offcuts, and waste materials daily before the start of office hours to ensure the occupied premises remain safe, clean, and fit for normal office functioning at all times.

8. No electrical shutdown, HVAC isolation, or floor shutdown shall be carried out without prior approval of the EIC.

9.0 Testing and Commissioning

1. The OEM shall provide the Quality Assurance Plan (QAP), inspection/test requirements and equipment performance guarantee before commencement of testing.

2. The contractor shall perform comprehensive testing including pressure testing (with nitrogen), vacuum testing, refrigerant charging, electrical checks, and performance verification.

3. Commissioning and performance testing of all the systems shall be conducted in the presence of OIL's EIC and the authorised OEM representative.

4. Performance parameters such as cooling capacity, airflow, and temperature uniformity shall be verified and recorded.

5. If the system fails any acceptance criterion, the Contractor shall rectify the deficiency and repeat the test at no additional cost. Where a major performance failure occurs, the EIC may require the applicable acceptance/observation period to recommence.

6. The Final Acceptance Date shall be the date of issue of the Final Acceptance by the EIC following successful completion of the **30-day** continuous operation period and fulfilment of all other contractual requirements.

10.0 Documentation and Handover:

1. The contractor shall submit:
    - As-built drawings (mechanical, ducting, electrical, and drainage).
    - Test certificates, warranty certificates, and OEM documents.
    - Commissioning and performance reports.
    - Operation & Maintenance manual and preventive maintenance schedule.

2. The contractor shall obtain and submit OEM Performance Guarantee Certificates for all major equipment at the design submission stage, duly signed and stamped by the authorised OEM representative.

3. These certificates clearly specify the rated performance parameters (cooling capacity, airflow, power consumption, and sound levels), equipment make, model, and serial numbers, and the applicable warranty period from the date of commissioning.

4. The Engineer-in-Charge (EIC) shall verify and validate the performance parameters at the time of handover as per OEM's guarantee.

5. The contractor shall conduct on-site training for OIL personnel covering operation, safety, and routine maintenance.

11.0 Payment Terms

The payment schedule for the Revamping of HVAC work shall be milestone-based, linked to measurable deliverables, ensuring progressive release of payment against achieved stages.

Milestone No.	Activity Description	Payment Percentage (of Line Item 10– revamping of HVAC system)	Remarks / Conditions
I	Completion of pre-execution survey report	5 %	Payable after Approval by Engineer-in-Charge (EIC)
II	Delivery of major equipment (Indoor & Outdoor Units) at site after inspection at site and acceptance	50 %	Subject to verification of received materials as per design.
III	Completion of installation,	20 %	Payable after satisfactory

	testing, and commissioning		performance of all circuits and OEM performance guarantee verification confirmation by EIC
IV	Safe dismantling and removal of existing HVAC system and payment of Cost for Buy-back of existing HVAC system (Srl No. 40) to OIL's account	15%	Documentary proof of the disposal/sale
V	Final acceptance after successful continuous operation for 30 days post-commissioning	10 %	Payable upon submission of as-built documentation, training, and handover certification

12.0 Penalty on Performance Parameters and Liquidated Damages (LD):

To ensure quality execution and timely delivery of the HVAC system, the following performance and delivery parameters shall apply during the execution phase:

1. **Pre-Execution Report Submission**
   The Pre-Execution Report, as defined in Clause 3.0, shall be submitted within 30 days from mobilisation completion.

   Penalty: ₹10,000/- per day shall be levied against Line Item No. 10 (Revamping of HVAC System) of the **Price Bid Format** excluding GST for each day of delay.

2. **Installation, Testing, and Commissioning**

   The complete installation, testing, and commissioning of all systems shall be completed within **120 days** from Mobilisation completion.

   Penalty: 0.5% of the contract value of Line Item No. 10 (Revamping of HVAC System) of the **Price Bid Format** excluding GST shall be levied for each week of delay.

Summary Table of Performance Parameters and penalty

Milestone	**Timeline**	**Performance Benchmark**	**Penalty / Deduction**
Pre-Execution Report (Design Submission)	30 days from Mobilisation Completion	Approval by EIC	₹10,000 per day

Complete installation, testing, and commissioning all systems	120 days from Mobilisation Completion	COP & performance guarantee achieved	0.5% per week

Note: Total LD amount due to delay in mobilization (As per Clause No. 30 of GCC) or/and due to non-fulfilment of performance parameters as per clause no 12.0 of SOW shall be restricted to maximum ceiling of 7.5% of Line Item No. 10 (Revamping of HVAC System) of the **Price Bid Format** excluding GST.

In case of delay in mobilisation, if the Contractor subsequently makes up the delay and completes the installation, testing, commissioning and required performance guarantee testing within the contractual completion period of 165 days from the date of issue of LOA, LD for delay in mobilisation shall not be applicable and any amount already deducted towards such LD shall be refunded/adjusted. However, if the Contractor fails to achieve the said contractual completion period, the amount deducted towards delay in mobilisation shall not be refunded.

LD/Penalty will be calculated on amount excluding duties and taxes.

13.0 Defect Liability & Rectification

i. Contractor shall provide one (1) year Defect Liability Period (DLP) from Final Acceptance/Handover.
ii. Defects identified during the DLP period shall be rectified within 48 hours at no additional cost.
iii. During the DLP period, the Contractor shall fully comply with all maintenance obligations, manpower deployment requirements, preventive maintenance activities, breakdown maintenance responsibilities, rectification obligations, and service standards specified under **Annexure-II**.
iv. No separate payment shall be made during the DLP period towards AMC services, and the same shall be deemed included under the revamping s scope.
v. Upon successful completion of the DLP period, the CAMC shall continue for a period of 3 years for which rates shall be quoted in the SOR.
vi. Persistent delays in rectification shall empower OIL to carry out repairs at the Contractor's risk and cost recoverable from pending bills, retention money, or performance security.

14.0 Comprehensive Annual Maintenance Contract (CAMC) Scope

Following the successful completion of installation, testing, and commissioning (SITC) of the new HVAC system, the contractor shall provide Comprehensive Annual Maintenance (AMC) services for a period of three (3) years to ensure continuous, efficient, and reliable operation of the entire system after DLP.

Detailed AMC scope and deliverables shall be as per **ANNEXURE-II**, forming an integral part of this contract.

ANNEXURE-1

Dismantling, Buy-Back, and Disposal

1) In accordance with OIL's prevailing "Buy-Back Offer" policy, the existing old HVAC units/equipment available at site shall be considered for buy-back by the successful contractor against installation and commissioning of the new HVAC system.

2) The existing HVAC system/equipment identified for buy-back shall be handed over to the successful contractor on a buy-back basis, subject to verification, approval and formal handover by the Engineer-in-Charge (EIC).

3) The contractor shall be fully responsible for dismantling, safe removal, handling, loading, transportation and disposal of the old HVAC equipment from OIL's premises. Such activities shall be carried out in a safe and environmentally compliant manner and in accordance with all applicable statutory rules, regulations, Acts and environmental requirements.

4) The bidder shall assess and consider the quantity, condition, accessibility, dismantling requirements, transportation requirements and anticipated salvage value of the existing HVAC equipment while submitting its offer. No claim for any increase or adjustment in the quoted rates on account of variation in the condition or salvage value of the old equipment shall be entertained during execution of the contract.

5) The quoted price against **Line Item No. 30 of the Price Bid Format** shall be inclusive of the buy-back value of the existing HVAC equipment. The buy-back value shall accordingly be recovered as per the Price Bid Format and shall form an integral part of the contract.

6) The cost towards dismantling, removal, loading, transportation and disposal of the old HVAC equipment shall be deemed to have been included in **Line Item No. 10 of the Price Bid Format**. No separate payment shall be made by OIL towards such activities.

7) The buy-back transaction shall be treated as a separate transaction for taxation purposes. Applicable GST on the buy-back value shall be payable by the contractor against the invoice raised by OIL. The buy-back invoice shall be raised by OIL, as applicable.

8) Before lifting the old HVAC equipment from OIL's premises, the contractor shall deposit with OIL the invoiced buy-back value along with applicable GST, as specified in the buy-back invoice. The material shall be released for lifting only after receipt of the applicable amount and completion of the prescribed handover formalities.

9) The contractor shall be entirely responsible for safe and lawful disposal/recycling of the old HVAC equipment after its removal from OIL's premises. Disposal shall not cause any adverse impact on the environment and shall comply with all prevailing statutory requirements, including applicable environmental, waste-management and pollution-control provisions.

10) The contractor shall remove all old HVAC equipment covered under the buy-back arrangement from OIL's premises within the period specified by the

EIC. **Milestone No. IV** shall become payable only after receipt of payment of buy-back invoice and complete removal of the old HVAC equipment from the OIL's premises, duly certified by the EIC.

11) Acceptance of the buy-back arrangement is mandatory. Bidders who do not agree to take back the existing old HVAC equipment under the terms and conditions specified herein shall not participate in the tender. Any bid submitted without unconditional acceptance of the buy-back requirement shall be liable for rejection.

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Comprehensive Annual Maintenance Contract (CAMC)

1. Commencement and Duration

   The Comprehensive Annual Maintenance Contract shall commence after completion of the defect-liability period and shall continue for a period of **three (3) years.**

2. The maintenance services shall ensure uninterrupted, safe, and energy-efficient functioning of the entire HVAC installation at Oil House, Jodhpur. Comprehensive maintenance of all commissioned indoor and outdoor units shall be under the scope of the contractor.
3. All the parts, including compressor, replacement of the evaporator/condenser, which require repair/replacement due to operational failure, deterioration, wear and tear, or breakdown during the contract period, shall be replaced by the contractor at no additional cost to OIL.
4. The contractor shall carry out maintenance of Ducts, Planum, Volume control Dampers, Diffusers & Grills, Timers, SMART controllers, communications cables, Y joints, Fire dampers with controllers, Air filters, Remote for all ACs, etc.
5. The contractor shall have to provide the list of their authorized personnel who would visit the site of work, OIL-HOUSE, for maintenance works.
6. The contractor shall have to attend any number of breakdown calls.
7. The contractor shall carry out quarterly preventive maintenance services for the HVAC system throughout the tenure of the contract.
8. Pressure testing by Nitrogen gas, Refrigerant filling & charging of all the refrigerant circuits shall have to be carried out by the contractor to the satisfaction of the engineer-in-charge as and when required at no additional cost to OIL.
9. No transportation/conveyance charge for man & equipment would be payable to the contractor during the period of the contract.
10. Comprehensive maintenance of all existing split air conditioners installed at Oil House, Jodhpur, as detailed in Table-I, shall also be under the scope of the Contractor during the contract period. The scope shall include preventive maintenance, breakdown maintenance, fault diagnosis, gas charging, replacement of defective electrical/electronic components, filters, capacitors, contactors, sensors, PCBs, remote controls, and all other associated accessories required for satisfactory operation of the units.
11. In case any remote controller becomes defective, damaged, or non-functional during the contract period, the same shall be repaired or replaced by the Contractor at no additional cost to OIL.
12. The contractor must submit the **Scheduled Maintenance Plan (SMP)**, including:
    1. Maintenance checklists
    2. Types of scheduled maintenance services
    3. Schedule Maintenance Procedure document
13. At least **one qualified and experienced HVAC technician** shall be **deployed full-time at the Oil House premises** during office hours for routine operation, preventive maintenance, and attending rectification jobs as per OEM standards. The personnel shall be competent to carry out fault diagnosis and immediate repairs.
14. The contractor must provide a **dedicated Point of Contact (POC)** for communication and coordination regarding all maintenance-related matters.
15. During scheduled or breakdown service visits, the contractor's team must bring all required tools, tackles, ladders, and other necessary equipment.

16. The use of office furniture, including tables and chairs, is strictly prohibited during maintenance work.
17. Any damage caused to office property during scheduled or breakdown maintenance activities/work/job shall be borne by the contractor.
18. The maintenance team must also visit the site during pest control activities as per the pre-intimation provided by the company at least **24 hours in advance**.
19. In case of **critical breakdowns**, service of expert engineer shall be provided, if required, **at no extra cost** to the company.
20. The minimum spares shall have to be kept at OIL House for emergency requirements against breakdown maintenance, which shall be agreed during handover of the HVAC revamping project.
21. At the end of the contract period, all the equipment of the HVAC system must be handed over to OIL in good running condition.

Penalty:

1. A penalty of Rs. 500/- per day per machine will be imposed in the following cases:
    a. If the contractor fails to attend the report within 24 hours from the reporting time.
    b. If the contractor fails to resolve critical breakdowns requiring long lead spares within 8 business days from the time of reporting subject to availability of spares, if applicable.
    c. If the contractor fails to supply any spare materials within 4 business days from the time of reporting.
    d.

Table- I (Split AC Details At OIL HOUSE)

Sr. No.	Floor	Location	No. of Unit	Make	Capacity
1	Basement	UPS Room	1	LG	1.5 TR
2			1	O-General	2.0 TR
3	Ground Floor	Conference Room	1	Daikan	1.5 TR
4		Room No. -01	1	LG	1.5 TR
5			1	Blue star	2.0 TR
6		Extension ES	1	Daikan	1.5 TR
7			1	Daikan	1.5 TR
8	first Floor	Ream Centre	1	O-General	2.0 TR.
9		Conference Room	1	Hitachi	2.0 TR
10			1	Hitachi	2.0 TR
11			1	Blue star	2.0 TR
12		ED Sir Room	1	O-General	2.0 TR
13		Control Room	1	LG	1.5 TR
14			1	LG	1.5 TR
15	Second Floor	IT Server Room	1	LG	1.5 TR
16			1	LG	1.5 TR
17		Chemical Lab-01	1	LG	1.5 TR
18			1	LG	1.5 TR
19		Chemical Lab-02	1	LG	1.5 TR
20			1	LG	1.5 TR

21		Room No. -228	1	O-General	2.0 TR.
22			1	O-General	2.0 TR.
23		Room No. -211	1	LG	1.5 TR
24		Union Room	1	Blue star	2 TR
25			1	Blue star	2 TR

Note: During the contract period, any addition, replacement, relocation, or change in the existing split AC units may be accommodated as per site requirements. However, the overall quantity of split AC units covered under the CAMC scope shall remain substantially unchanged.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Insurance:

This clause shall supersede the Clause No. 14.0 of the **GENERAL CONDITIONS OF CONTRACT (GCC)**.

The contractor shall provide insurance cover to his workmen/employees/supervisors engaged by him during currency of the contract. The insurance policy shall be as per the provisions under Employee's Compensation Act, 1923. Wherever applicable, the CONTRACTOR shall have itself registered under Employees' Provident Fund and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

Besides this, the contractor shall arrange at his own cost 'Contractor's All Risk' (CAR) Policy and any other policy pertaining to the contract for value and coverage as deemed necessary by Engineer-In-Charge.

Notwithstanding to the above, it shall be the sole responsibility of the contractor to abide by all statutory insurance policies and procedures, as deemed necessary.

2.0 Definition of Completion of Work:

For the purpose of this Contract, "Completion of Work" shall mean completion of the entire installation, testing, commissioning and performance demonstration of the HVAC system, including all associated civil, electrical, ducting, drainage, false ceiling, finishing and other ancillary works, in accordance with the Scope of Work and approved design, and achievement of the specified performance parameters to the satisfaction of the EIC.

3.0 Project Timelines

Start Date of the contract: From the date of issue of Letter of Award (LoA)

Period of contract: Overall duration of the contract is **04 years + 195 days** from the date of issue of Letter of Award (LoA). The Contract Period shall comprise the Mobilization period of **45 days** + Installation, Testing & Commissioning period of **120 days** + continuous operation period of **30 days** + Defect Liability Period (DLP) of **01 year** + Comprehensive Annual Maintenance Contract (CAMC) period of **03 years.**

Key Milestones:

Day	Milestone / Activity	Relevant Clause
Day 0	Letter of Award (LoA) issued	—
Day 7	Mandatory Kick-off Meeting with EIC	**Clause 2.3**

Day 22	Initial Project Execution Plan (PEP), resource histogram & tentative Gantt chart submitted *(within 15 days of Kick-off Meeting)*	**Clause 2.3**
Day 45	Mobilisation deadline	**Clause 2.4**
Day 75	Pre-Execution Report (PER) submitted, including heat-load calculations, design, layouts and phasing plan *(within 30 days of Mobilisation Completion)*	**Clause 3.0**
Day 165	Installation, Testing & Commissioning completed — **Contractual Completion Date** *(120 days from Mobilisation Completion)*	**Clause 12.0**
Day ~195	Final Acceptance after successful completion of **30-day continuous operation** following commissioning	**Clause 9.6**
Final Acceptance + 1 Year	Defect Liability Period (DLP) ends	**Clause 13.0**
DLP End + 3 Years	Comprehensive Annual Maintenance Contract (CAMC) period	**Clause 14.0**

*******END OF SOW & SCC**********

PROFORMA-B

PRICE BIDDING FORMAT

(Uploaded as MS-Excel File in E-tender Portal under 'Notes & Attachment' Tab

PROFORMA-C

BID FORM

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan

Sub: TENDER No. _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 (One Hundred and Twenty) days** from the actual date of Bid opening 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 _____

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

PROFORMA-D

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

Ref: TENDER NO._____

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

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

Authorised Person's Signature: _____

Name:_____
Designation:_____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

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

SEALED with the said Bank this____day of_____20__

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is 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 3 months 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 3 months 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.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness_____

Address _____

_____

(Signature, Name and Address)

Date: _____

Place: _____

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

****** Date of expiry of Bank Guarantee should be minimum 45 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

(a) 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.

1 [Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

2 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

(c) Further correspondence against BG towards Bid Security must contain the Tender Number.

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s. OIL INDIA LIMITED,** **C&P Department,** **Jodhpur, Rajasthan,** **INDIA, PIN – 342005**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name of Bidder)_____(hereinafter called "the Bidder") has submitted their offer Dated_____for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Jodhpur, Rajasthan, India (hereinafter called the Company's) Tender No._____KNOW ALL MEN BY these presents that we_____(Name & address of the "Insurer")_____having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees.....only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this ___ day of_____20_____

THE CONDITIONS of these obligations are:

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

   b) This Insurance Surety Bond shall remain in force upto_____and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this_____day of_____20__at_____.

Witness:	**Issuing Authority:**
……	……
(Signature)	(Signature)
……..	……
Name	Name
……	……
(Designation & official address)	(Designation with Insurer Stamp)
	Authorised Vide
	Power of Attorney No……
	Date……

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter/Introduction” of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

FORM OF PERFORMANCE BANK GUARANTEE

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

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

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

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

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

This guarantee is valid until the ----------day of ----------

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

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

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

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall is restricted up to Rs……..

ii) This guarantee shall be valid till …….

iii) 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 3 months claim period).

iv) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 3 months 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.

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

Witness:_____
Address: _____

Date:_____

Place: _____

Note:
The Bank Guarantee issuing bank branch must ensure the following:

(a) 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.

1 [Contract Number should reflect in the SFMS text under MT 760/MT 760 COV]

2 The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

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

PROFORMA-F1

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s. OIL INDIA LIMITED,** **C&P Department,** **Jodhpur, Rajasthan,**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

WHEREAS, (Name and address of Contractor)_____(hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 ISB, and we hereby waive notice of such change, addition or modification.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

   b) This Insurance Surety Bond shall remain in force upto_____and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of ……(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this_____day of_____20__at_____.

Witness:	**Issuing Authority:**
……	……
(Signature)	(Signature)
……..	……
Name	Name
……	……
(Designation with Insurer Stamp)	(Designation & official address)
	Authorised Vide
	Power of Attorney No.....
	Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the “Forwarding Letter/Introduction” of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA-G

AGREEMENT FORM

This Agreement is made on_____day of_____between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, 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 Section-II attached herewith for this purpose and

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 Letter No._____dated_____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of_____for Rs._____.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a) PART-I indicating the General Conditions of this Contract;

Contd.....P/2

(b) PART-II indicating the Schedule of work, unit, quantities & rates;
(c) PART-III indicating the Special Conditions of Contract;

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 thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	For and on behalf of Contractor (M/s._____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA–H

PROFORMA LETTER OF AUTHORITY

To
M/s. OIL INDIA LIMITED,
C&P Department,
Jodhpur, Rajasthan,
INDIA, PIN – 342005

Sir,

Ref: TENDER NO._____

We_____confirm that Mr._____(Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No._____for hiring of services for_____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name:_____ **Designation:** _____

Seal of the Bidder:

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. If signed by a consortium, it shall be signed by members of the consortium.

PROFORMA-I

AUTHORIZATION FOR ATTENDING BID OPENING

Date: _____

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sir,

Sub: Tender No._____

We hereby authorize Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorized Person's Signature: _____
Name: _____
Designation: _____
Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

PROFORMA-J

FORMAT FOR CHARTERED ACCOUNTANT/STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(As per Notes under BEC Clause No. 4.0)

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____are correct.

YEAR	**TURN OVER** In INR Crores	**NET WORTH** In INR Crores

Place:
Date:
Seal:

Membership Code:
Registration No. :
Signature:
UDIN:

ANNEXURE-A1

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Hiring of services for 01 No. Surface Production Testing Package for OIL's operational area in Rajasthan/Gujarat for a period of 03 years on callout basis along with a provision of extension by one year at the same rate, terms and condition. 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~~/Contractor~~

(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.

(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 and contractors.

(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 sub-contractors/sub-vendors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

(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.

(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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

(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 intensions.

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

PROFORMA-L

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No._____ Dated _____

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

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 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)

PROFORMA–M

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

TO,

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Dear Sir,

Ref: OIL's Tender No. _____

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

a) We, _____ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, 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 debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: _____

Date: _____

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

PROFORMA-N

UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

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)

PROFORMA-O

ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER

Certificate of Compliance of FINANCIAL CRITERIA

Sub: OIL's Tender No. _____

Refer Notes to BEC Clause 4.0 of the Bid Evaluation Criteria

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 2025-26 (as the case may be) has actually not been audited as on the Bid Closing Date.

Place: .....
Date: .....

Signature of the authorized signatory

Note: 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-P

FORMAT OF DECLARATION/UNDERTAKING BY BIDDER TOWARDS PERCENTAGE OF LOCAL CONTENT OFFERED

(To be submitted on Bidder's letter head)

To,
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

Sub: PURCHASE PREFERENCE POLICY UNDER PPP-MII

Ref: TENDER NO._____

Dear Sirs,

I/We_____(Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement as per Clauses of BEC of the tender and as mandated by 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. P45021/2/2017- PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG- Part (4) (E-41432) dated 26th April 2022, to bid against the subject tender.

The exact percentage of local content in the bid is_____%.

We further declare that the percentage of Local content for the tendered goods/services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

Yours faithfully,

For (Name of the firm)

Signature of Authorised Signatory/ POA

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here)

EXHIBIT-I

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

To

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

SUB: TENDER NO.: .....

We, M/s_____, have read the clause regarding restrictions on procurement from 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, has been 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 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

To

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

SUB: TENDER NO.: .....

We, M/s_____, have read the clause regarding restrictions on procurement from 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, has 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.

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)

EXHIBIT-III

To

GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Field
Jodhpur-342005
Rajasthan, India

SUB: TENDER NO.: .....

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

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 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.

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)

PROFORMA-Q

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER NO._____

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 PUT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT-HAND COLUMN.

Sl. No.	**Description**	**Bidder's Confirmation**	
1.	Type of Bidding Entity	Proprietorship	
		Partnership	
		Private Limited	
		Public Limited	
		Other	Please specify
2.	Bidding structure	Self/JV/Consortium/On Strength of Parent/ Subsidiary/Sister-subsidiary/Co-subsidiary	
3.	Bidder's name and address:		
4.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.		
5.	Ensure and confirm that prices quoted in **'Schedule of Rates/Price Bidding Format'**, are for complete scope of work as defined in the tender		
6.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST %	
7.	EMD Details: EMD No., Issuing bank, amount with currency and Validity		
8.	Confirm to Submit Performance Security as per Tender requirement		
9.	Confirm that the offer shall remain valid for acceptance up to **Hundred And Twenty (120)** days from final Bid Due Date/Date of opening of bids.		
10.	Whether Mobilization and Completion period of contract is compiled?		
	Whether Integrity Pact Submitted?		

11.		
12.	Confirm that currency of quoted prices is Indian Rupees	
13.	Confirm that quoted prices shall remain firm and fixed until completion of the Contract	
14.	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC has been submitted.	
15.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
16.	Confirm acceptance to all terms & conditions of the Tender.	
17.	Confirm that all correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/E-mail) of person signing the bid.	Name: Contact No.: Email:
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Please indicate the following:	PAN No. GST Regn. No.

Offer ref …… Dated ……..

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature : _____
Name : _____
Designation : _____
Office Stamp : _____

PROFORMA-U

FORMAT OF UNDERTAKING BY BIDDER FOR TIMELINE COMPLIANCE

(To be executed by the authorized signatory of the bidder on the official letter head of the bidder, signed, stamped, scanned and submitted online through tender portal)

To,
M/s OIL INDIA LIMITED
GM (C&P)
C&P DEPARTMENT
JODHPUR, RAJASTHAN, INDIA, PIN – 342005

SUB: OIL's Tender No._____

We, M/s. …… do hereby undertake that we comply with as per Terms, Conditions mentioned in tender documents. We, M/s._____ also undertake as under:

i. Our Key Manpower shall be subject to OIL's prior approval and shall not be removed from the Site by us without consent of OIL.

ii. We, M/s. _____ prior to use of any construction equipment, tools & tackles, lifting tools etc. at the Site, shall submit inspection & test reports of all such equipment & tools for approval of OIL in respect of their condition and suitability for their proposed use and shall maintain them in good order and condition throughout the Contract Period and the same shall be used within the limits specified in the relevant certificate.

iii. OIL shall also reserve the rights to mobilize any other contractors for construction activities at cost and risk of M/s._____ if there is any delay impacting the critical path of baseline schedule based on the Contractor's progress report to ensure the completion date.

iv. We, M/s. _____ also comply that without regards to clause herein, OIL at its sole discretion, despite the non-mobilisation, installation, commissioning of Plant by us beyond the completion date, will allow us to complete the project subject to liquidity damages as per various clauses mentioned in tender.

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)

PROFORMA-MOB

MOBILIZATION COMPLETION CERTIFICATE

Ref No.: xxxxxxxxxxxxxx Date: xx.xx.xxxx

1.0 Contract No. & Date:

2.0 Letter of Award (LOA) with Ref. No. & Date:

3.0 Name of the Contractor:

4.0 Description of Services

5.0 Mobilization Period:

6.0 Mobilization Notice with Ref. No. & Date:

7.0 Schedule Date of Completion of Mobilization:

8.0 Actual Date of Completion of Mobilization:

9.0 Any other information:

It is hereby certified that the above Mobilization activities have been completed in all respects in accordance with the scope, terms and conditions of the contract/Mobilization Notice.

For Oil India Limited,
(Signatory user department)

Signature: _____

Name of the Signatory: _____

Designation: _____

Department: _____

PROFORMA–Z

(To be signed by authorized signatory of the OEM on company's Letterhead)

FORMAT OF AUTHORIZATION & BACKUP WARRANTY BY MANUFACTURERS TO SOLE SELLING AGENT/DEALER/DISTRIBUTOR/SUPPLY HOUSE

Ref. No._____
Date:_____

Sub: Authorization & Backup Warranty by Manufacturers to authorized Dealer/Distributor/Supply House/Sole Selling Agent

Ref: Your Tender No._____
Dated:_____

To,
General Manager (C&P)
C&P Department
Oil India Limited, Rajasthan Field, Jodhpur

Sir,

We, M/s..... (Name & address of the Manufacturer) hereby authorize M/s..... (Name & address of the Bidder) to submit their Bid against Tender No..... floated by OIL INDIA LIMITED (OIL) for supply tendered goods, which will be manufactured by us. As we do not participate directly against such tendering process, we authorize M/s. ..... (name of the Bidder) to participate as our only Dealer/Distributer/Supply House/ Sole Selling Agent (strike out whichever is not applicable) against the tender.

We hereby guarantee the supply through M/s..... (name of the Bidder) in the event of placement of purchase order/award of contract by OIL and shall provide all back-up supports as may be necessary including the quality/workmanship and warrantee/guaranty/defect labiality and CAMC period (as applicable) of supplied materials.

This authorization and back-up warrantee/guaranty shall remain valid throughout the execution by M/s..... (Name of the Bidder) including the warrantee/guaranty/defect labiality and CAMC period (as applicable), in the event of an order by OIL on them.

Yours faithfully,

For (Name of the manufacture)
Name & Signature of Authorized signatory:
Designation:
Phone No.
Place :
Date :
Seal of the Manufacturer

TECHNICAL EVALUATION SHEET FOR BEC

SECTION-II: Bid Evaluation Criteria (BEC)			
Clause No.	**Clause**	**Confirmation / Compliance**	**Reference in terms of Page no., Annexure etc. of bidder's offer**
1.0	**VITAL CRITERIA FOR BID ACCEPTANCE:** 1.1 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document. Bids shall be rejected in case the Equipment and Services offered do not conform to the required parameters stipulated in the technical specifications/Scope of Work. Notwithstanding the general conformity of the bid to the stipulated specifications/ Scope of Work, the following requirements will have to be particularly met by the Bidders, without which the same will be considered as non-responsive and rejected. 1.2 Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and will be liable for rejection.	**Yes** **No**	

2.0	**The bidder must be incorporated/registered in India and must maintain more than or equal to 20% 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 **Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 and FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any)** shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities and additional Bank Guarantee submitted by the bidding and supporting companies (wherever applicable), in addition to resorting to other options as may be deemed appropriate. Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: **(a)** The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant. **(b)** The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney alongwith the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-P**]. **(c)** Bidder to submit a copy of their Certificate of Incorporation/registration in India. **(d)** Bids without the categoric mention of percentage of LC and undertakings as per the clause (a) & (b) and certificate as per (c) shall be liable for rejection.	Yes No	

3.0	**TECHNICAL EVALUATION CRITERIA:**		
3.1	The bidder shall be either the Original Equipment Manufacturer (OEM) of the Heating, Ventilation and Air Conditioning (HVAC) System **OR** an authorized Dealer/Distributor/Supply House/Sole Selling Agent of Original Equipment Manufacturer (OEM) of the HVAC System. The bidder shall clearly indicate its status in the Technical Bid as under: (a) Original Equipment Manufacturer (OEM) of the Heating, Ventilation and Air Conditioning (HVAC) System; **OR** (b) Authorized Dealer/Distributor/Supply House/Sole Selling Agent of Original Equipment Manufacturer (OEM) of the HVAC System	Yes No	
3.2	In case the bidder is not the Original Equipment Manufacturer (OEM) of the HVAC System and submits their offer as an authorized Dealer/Distributor/Supply House/Sole Selling Agent of the Original Equipment Manufacturer (OEM) of the HVAC System, then the bidder must submit a valid Authorization Letter/Certificate issued by its Original Equipment Manufacturer (OEM) (as per format enclosed herein vide **PROFORMA-Z**), confirming the bidder's status as their authorized Dealer/Distributor/Supply House/Sole Selling Agent to sell their products with proper warranty, guarantee back-up, and Comprehensive Annual Maintenance Contract (CAMC) support, along with the technical bid. Such Authorization Letter/Certificate shall be duly sealed and signed by the Manufacturer on its official letterhead and must be valid at the time of bidding and should remain valid during the entire execution period of the order, including the CAMC period. In case the bidder fails to provide the Authorization Letter/Certificate from its product manufacturer, the offer of the bidder shall be rejected straightaway.	Yes No	

3.3	The bidder must have experience of successfully executing/ completing similar nature of works during last 7 (seven) years reckoned from the Original Bid Closing Date of the tender in Central/State Government/ PSUs/ Nationalised Banks/ Public Limited Company as under- At least **(01) one** similar nature of work valuing not less than **INR 149.56 Lakhs (excluding GST)** OR At least **(02) two** similar nature of work each valuing not less than **INR 93.48 Lakhs (excluding GST)** OR At least **(03) three** similar nature of work each valuing not less than **INR 74.78 Lakhs (excluding GST)**		
3.4	Following Work experience will also be taken into consideration: a) If the prospective bidder is executing 'Similar Contract(s)' 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 Clause No. 3.3 of the BEC. b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned until 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(s) is a component of the contract.	Yes No	

3.5	For proof of requisite Experience (Clause No. 3.3 & Clause No. 3.4), the copy of following documents must be submitted along with the bid: - a) Copy of Contract/Work order/LOA/LOI showing details of work. b) Copy of **Completion Certificate** (in case of completed works) or **Partial Completion Certificate** (in case of on-going works contract) OR Performance Certificate OR Experience Certificate OR Payment Certificate issued by the client against the contract/work order/LOA/LOI mentioned in Para a) above showing: i. Gross value of job done ii. Work order No. /Contract No. iii. Nature of job done iv. Contract start date and completion date v. Contract period		
3.6	In case the bidder already has experience of satisfactorily executing similar contract for OIL INDIA LIMITED with executed contract quantity/value and experience equal to or more than the quantity/value mentioned in Clause no. 3.3 and 3.4 above, during last seven (07) years reckoned from the original bid closing date, then they should mention the OIL's contract number(s) in the technical bid which have been successfully executed by them and need not require to submit the documentary evidence. The offer will be summarily rejected, if the bidder neither submits the documentary evidence as above nor indicates OIL's last executed contract number & date in their technical bid.	Yes No	
	<u>Notes to above BEC Clauses</u>: a) If the prospective bidder has executed a contract in which Similar Work (s) is a component of the contract. In case the document submitted as per Para 3.5 above, are not sufficient to establish the value/quantity/period of the Similar Work(s) against Para clause No. 3.3 and 3.4, the bidder shall also have to submit the	Yes No	

	breakup of the works executed under such contract clearly indicating the value / quantity/ period of Similar Services(s) which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number). b) Experience of executing similar work through 'sub-contracting' shall not be considered for evaluation. c) SIMILAR work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC. d) 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. e) A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected. f) Only Letter of Intent (LOI)/Letter of Award (LOA)/ Contract Copy, or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 3.3/3.4 will only be treated as acceptable experience.		

4.0	**FINANCIAL EVALUATION CRITERIA:**		
4.1	Annual Financial Turnover of the bidder from operation during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **93.48 Lakhs** [Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]	Yes No	
4.2	The **Net worth** of the bidder must be Positive for the financial/accounting year preceding the Original Bid Closing date. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss – Reserves created out of write back of depreciation and amalgamation"]	Yes No	
4.3	**Notes to BEC Clause 4.0 above:** a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: - i) A certificate issued by a practicing Chartered/Cost Accountant ('UDIN' along with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-J.** OR ii) Audited Balance Sheet along with Profit & Loss account. Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019, by Chartered Accountant in Practice.	Yes No	

	b) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-O.** c) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same. d) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above. e) Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 4.1 & 4.2.		

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 simultaneously to be uploaded in separate designated area/tab in OIL's e-Tender portal/e-procurement portal respectively. 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. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. The Un-priced Techno-Commercial Bid is to be uploaded in "Technical RFx Response" Tab and Priced Bid are to be uploaded in the "Notes & Attachments" Tab. **Please note that no price details should be uploaded in "Technical RFx Response" tab otherwise bid will be rejected.**	Yes No	
5.2	Prices/Rates should be quoted in Indian Rupees and must be as per **Proforma-B: Price Bid Format** uploaded under "Notes and Attachments" Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under "Notes and Attachments" Tab will only be considered. Note: The breakup of the quoted/offered price, as per the prescribed "Schedule of Rates/ Price Bid Format" **MUST NOT** be uploaded with the technical bid; otherwise the bid **shall be rejected straightway.**	Yes No	
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.	Yes No	

5.4	**Bid security**: Bid security in Original (if submitted in the form of physical Bank Guarantee) shall be furnished as a part of the **Techno Commercial Un-Priced Bid** and shall reach the OIL's office at Jodhpur (Rajasthan Field Office) on/before final bid closing date & time. A scanned copy of Bid Security document should also be uploaded along with the unpriced Techno-commercial Bid documents. The amount & validity of bid security should be as specified in the Forwarding Letter/Introduction. **Any bid not accompanied by proper & valid Bid Security (or requisite documents confirming exemption from bid security submission in case of eligible vendor) will be rejected.** .	Yes No	
5.5	Bids received through the OIL's e-procurement portal shall only be accepted. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.	Yes No	
5.6	Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.	Yes No	
5.7	Bids shall be typed or written in indelible ink.	Yes No	
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.	Yes No	
5.9	The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate (encryption enabled) [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.	Yes No	
5.10	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.	Yes No	

5.11	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: i. Firm price ii. EMD / Bid Security/Bid Bond iii. Period of validity of Bid iv. Price Schedule v. Performance Security/Performance Bank Guarantee/Security deposit vi. Mobilization vii. Delivery / Completion Schedule viii. Scope of work/ Specifications ix. Warranty/Guarantee of material/work x. Liquidated damages clause xi. Tax Liabilities Clause xii. Arbitration / Resolution of Dispute Clause xiii. Force Majeure Clause xiv. Termination Clause xv. Applicable Law Clause xvi. GST clause xvii. Insurance Clause xviii. Integrity pact clause xix. Safety and labour laws	Yes No	
5.12	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.	Yes No	

5.13	Bid received with validity of offer less than **120 (One Hundred Twenty)** days from actual Bid Opening Date will be rejected. .		
5.14	**Integrity pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Annexure-A1/Integrity Pact**" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.	Yes No	
5.15	**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 available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-L**.	Yes No	
5.16	Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per **Proforma–N** along with the bid. If any bidder declines to submit the above undertaking, their bids shall be liable for rejection.	Yes No	

5.17	The bidder shall submit an undertaking/declaration as per **Proforma–M** confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.	Yes No	
6.0	**PRICE EVALUATION CRITERIA:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.		
6.1	Price evaluation of bids shall be carried out as per the **Proforma-B: Price Bid Format** provided in the Tender / e-tender portal. 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 all liabilities and taxes including statutory liabilities and GST quoted. Bidder must comply all the provision of "Price Bid Format (**Proforma-B)** failing which their offer shall be rejected.	Yes No	
6.2	The quantities shown against each item in the **Proforma-B: Price Bid Format** shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.	Yes No	

6.3	The total price quoted by the successful bidder must remain firm during the entire period of execution of the contract. The total quoted price of the successful bidder shall be mentioned in SOR/Price bid Format 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 will be rejected.	Yes No	
6.4	The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.	Yes No	
6.5	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.	Yes No	
6.6	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	Yes No	
6.7	The rates/prices must be quoted in **Indian Rupees (INR) only.**	Yes No	
6.8	Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.	Yes No	
6.9	If the bidders quote Total Charges/consideration as NIL in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.	Yes No	

6.10	Arithmetical errors, if any, in the price bids will be rectified on the following basis. "If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected."	Yes No	
6.11	OIL will prefer to deal with registered bidder 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.	Yes No	
6.12	Input Tax Credit on GST (Goods & Service Tax) for this service is **NOT** available to OIL & the bids will be evaluated based on total price including GST.	Yes No	
6.13	Being '**Works Contract**', GST to be considered by the bidder as per GST guideline.	Yes No	
6.14	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.	Yes No	
6.15	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 award of contract to that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.	Yes No	
6.16	In case of identical overall lowest offered rate by more than 01 (one) bidder. The Draw of Lots shall be conducted amongst the bidders who have quoted the lowest price.	Yes No	

6.17	**Splitting**: Services/tendered quantities under this tender are **non-splitable**. Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to one bidder.	Yes No	
6.18	**GOODS & SERVICE TAX:** The bidder is to quote the rates/prices in **Proforma-B: Price Bid Format** inclusive of all taxes, duties, levies and statutory liabilities etc., **but exclusive of Goods & Service Tax (GST)**. 18% GST rate indicated in the Price Bid Format is only for the purpose of uniform bid evaluation. However, quantum (%age) of GST as applicable against the contract should be indicated separately by the bidder in the technical bid in checklist/Proforma. GST as applicable shall be extra to OIL's account limiting to the rate as per the SAC/HSN code quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.	Yes No	
7.0	**PURCHASE PREFERENCE CLAUSE:** MSE Purchase Preference: Not Applicable PPP-MII Purchase Preference: Applicable		
7.1	**PURCHASE PREFERENCE TO MSE BIDDERS:** Since this is a tender for Works, therefore Public Procurement Policy for MSEs Order, 2012 is **not appliable** for this tender. Thus, exemptions and preferences allowed as per Government Guidelines in vogue and PPP (Public Procurement policy) for Micro and Small Enterprises is not applicable for this tender.	Yes No	
7.2	**PURCHASE PREFERENCE POLICY (MAKE IN INDIA) (PP-MII):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India 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 26.04.2022 and FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including	Yes No	

	subsequent amendments thereof, if any) shall be applicable for this Tender. Purchase Preference Policy Linked with MII (PP-MII) falling within the price band of L1+20% shall be applicable to this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly. In order to avail purchase preferences and to comply PPP-MII policy, the undertaking for percentage of Local content shall be submitted by the bidder alongwith their offer as per **PROFORMA-P** to undertake that for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2O17-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any). For purchase preferences under PPP-MII, bidder to submit requisite document/certificate in support to avail this benefit. The bids will be evaluated based on their declaration. No benefit will be given if the bid is submitted requisite document/certificate. Evaluation of bids with reference to PPP-MII policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PPP-MII policy and denial of benefits under the policy.		
8.0	**AWARD OF CONTRACT:**	Yes No	
8.1	Services/tendered quantities under this tender are non-splitable.	Yes No	
8.2	Contract shall be awarded for the entire scope of work under this tender to **one bidder** subject to purchase preferences under Public Procurement (Preference to Make in India) Order, 2017 - Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 issued by Public Procurement Division, Department of	Yes No	

	Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. L-1 bidder is a Class I local supplier: In case if the L1 bidder is a Class I local supplier, the contract shall be awarded to the L1 bidder. L-1 Bidder is other than Class I local supplier: In case if the L1 bidder is not a Class I local supplier, then the lowest eligible Class I local supplier falling within the price band of L1+20% will be invited to match their price with the L1 price. If such Class I local supplier agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I local supplier within price band of L1+20% and so on. In case none of the Class I local supplier within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder. .		
8.3	**Note for Matching of Price**: The "Total Contract Price" shall be matched with that of the L-1 bidder by reducing the differential rates proportionately against the line items where their rates/ prices are found to be higher than that of the L-1 bidder. The original rates quoted by the bidders will not be allowed to increase under any circumstances.	Yes No	
9.0	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.	Yes No	
10.0	**GENERAL NOTES:**		
10.1	The compliance statement (**Proforma–D**) clearly indicating "NIL Exception/Deviation" to tender clauses should be signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify	Yes No	

	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.		
10.2	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 also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be liable for rejection. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.	Yes No	
10.3	If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.	Yes No	
10.4	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.	Yes No	
10.5	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.	Yes No	
10.6	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.	Yes No	
10.7	Bidders shall submit duly filled checklists on BEC & other relevant technical criteria as prescribed in the tender along with their technical bid. If any bidder fails/declines to submit the same, their bid shall not be considered for further evaluation.	Yes No	

10.8	Any exception or deviation to the Tender requirements must be tabulated in **"Statement of Compliance" (Proforma-D)** by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.		
11.0	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide Order No. F.No. 6/18/2019-PPD dated 23.07.2020 and Order No. F.7/10/2021-PPD (1) dated 23.02.2023 has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. The bidders must submit undertakings as per **EXHIBIT-I, EXHIBIT-II & EXHIBIT-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 a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.		
12.0	**SUBMISSION OF CHECKLIST:** Bidder must submit the duly filled Commercial checklist as per **PROFORMA-Q**, other proformas and relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit duly filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.		

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OIL INDIA LIMITED
(A Government of India Enterprise)
Jodhpur,Rajasthan

PROFORMA-B : PRICE BID FORMAT

TENDER NO. CJI2628P27 DATED 19.08.2026

Item/Service: Hiring of "Works Contract" for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] alongwith Comprehensive Annual Maintenance Contract (CAMC) for HVAC System for period of three (03) years

Note: Prices/Rates should be quoted in Indian Rupees and must be as per Proforma-B: Price Bid Format uploaded under "Notes and Attachments" Tab. The breakup of the quoted / offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise the bid shall be rejected straightway.

NAME OF THE BIDDER	
GSTIN OF THE BIDDER	
SAC/HSN CODE	

	Cost for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System	Qty. **(A)**	Unit	Unit Rate excluding GST (INR) **(B)**	Total Value excluding GST (INR) **(C=A*B)**	% Rate of GST on (C) **(D)**	Total GST amount (INR) **(E=C*D%)**	Total value Including GST (INR) **(F=C+E)**
10	Revamping of Heating, Ventilation and Air Conditioning (HVAC) System [Design, Supply, Installation, Testing and Commissioning (SITC) of a new VRF-based HVAC system] including dismantling, removal and disposal of the existing HVAC system	1	AU		-		-	-
20	Total Cost for Revamping of Heating, Ventilation and Air Conditioning (HVAC) System value Including GST (INR) **(F)**							-
	Cost for Buy-back of existing HVAC system (The bidder shall quote an appropriate value for the buy-back of the existing HVAC system. Quoting 'ZERO/NIL' against the buy-back value shall result in rejection of the bid.)	Qty. **(G)**	Unit	Unit Rate excluding GST (INR) **(H)**	Total Value excluding GST (INR) **(I=G*H)**	% Rate of GST on (I) **(J)**	Total GST amount (INR) **(K=I*J%)**	Total value Including GST (INR) **(L=I+K)**
30	Cost of Buyback of existing HVAC system	1	AU		-		-	-
40	Total Buyback value of existing HVAC systems including GST (INR) **(L)**							-
50	Total Net cost for Revamping of Heating, Ventilation and Air Conditioning (HVAC) considering Buyback, dismantling, removal and disposal of the existing HVAC system including GST (INR) **=(Line Item 20)-(Line Item 40)**							-
	Cost for Comprehensive Annual Maintenance Contract (CAMC) of HVAC system for period of Three (03) Years after completion of Defects Liability Period (DLP) of one (1) year from the date of successful commissioning and handover.	Qty. **(M)**	Unit	Unit Rate excluding GST (INR) **(N)**	Total Value excluding GST (INR) **(O=M*N)**	% Rate of GST on (O) **(P)**	Total GST amount (INR) **(Q=O*P%)**	Total value Including GST (INR) **(R=O+Q)**
60	Comprehensive Annual Maintenance Contract (CAMC) for Heating, Ventilation and Air Conditioning (HVAC) System after completion of Defects Liability Period (DLP)	36	MONTH		-		-	-
70	Total Cost for Comprehensive Annual Maintenance Contract (CAMC) of HVAC system for period of Three (03) Years Including GST (INR) **(R)**							-
80	**Total contract cost Including GST (INR) (Line Item 50+ Line Item 70)**							**-**

NOTES:

1	UOM "AU" means Activity Unit.
2	**The bidder shall quote an appropriate value for the buy-back of the existing HVAC system. Quoting 'ZERO/NIL' against the buy-back value shall result in rejection of the bid**
3	The Bidder should quote the rates inclusive of all type of applicable State/Central taxes duties/levies and royalty but exclusive of Goods & Services Tax (GST) against each item of services/works. 18% GST rate indicated in the Price Bid Format is only for the purpose of uniform bid evaluation. However, quantum (%age) of GST as applicable against the contract should be indicated separately by the bidder in the technical bid in checklist/Proforma. GST as applicable shall be extra to OIL's account limiting to the rate as per the SAC/HSN code quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.
4	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 Value inclusive of all liabilities and quoted GST (CGST & SGST/UTGST or IGST).
5	OIL will prefer to deal with registered bidder 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	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 award of contract to that bidder, taxes mentioned by OIL in the Contract will be binding on the bidder.
7	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
8	Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
9	Refer to tender document for details of GST.
10	Bidders are required to quote unit rate against all the items as per Price Bid Format.
11	For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto Two (02) decimal places without rounding off for evaluation.
12	Refer to SOW & SCC for detailed description of the services and above Line Items (SOR)

BIDDER DECLARATION

I/We certify that the prices quoted in this Price Bid Schedule are firm, complete, and inclusive of all costs as specified in tender.

Authorised Signatory: _____

Name: _____ **Designation:** _____

Company: _____ **Date:** _____ **Company Seal:**