

WORKS TENDER

ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.

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Web Site: www.oil-india.com

OIL INDIA LIMITED (OIL) invites **Open Domestic Competitive Bids** from experienced and established firms/ contractors meeting the requisite criteria through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

Tender No.	CLI3326P24 Dated 24.04.2023
Description of Work / Service	Horticulture and landscaping work for company provided accommodation to CMD at B12 Asiad Village, New Delhi.
Type of Bid	Open E-Tender Under Single Stage Composite Bid System
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Closing Date & Time	25.05.2023 (14:30 HRS: Server Time)
Technical & Price Bid Opening Date & Time	25.05.2023 (15:00 HRS: Server Time)
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.
Bid Validity	Minimum 90 days from the original date of Bid Closing Date
Bid Security (EMD)	NIL However, bidders to submit a “Bid Security Declaration” as per Proforma-IX.
Amount of Performance Security	NIL
Location Of Work	B12 Asiad Village, New Delhi
Contract Period	06 (Six) weeks
<p>2.1 For participation, applicants already having User ID & Password for OIL’s E-procurement portal need to register against the IFB in OIL’s E- procurement portal for participation.</p> <p>2.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site https://etender.srm.oilindia.in/irj/portal. Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>2.3 No physical Bid documents will be provided.</p> <p>3.0 The link to OIL’s E-Procurement portal has been also provided through OIL’s web site (www.oil-india.com).</p>	

<p>4.0 The details of IFB / Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.</p>
<p>5.0 To participate in OIL’s e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL’s E-Tender portal: 1. e-Mudhra, 2. Safescrypt, 3. (n)Code Solutions, 4. Verasys, 5. Capricorn, 6. Pantasign., 7. RISL, 8. NSDL</p> <p>Note: (a) Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. Bidders are advised to go through “User Manuals” provided in OIL’s E-Tender portal for bid submission procedure. (b) In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 15 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL’s E-Tender portal.</p>
<p>6.0 In accordance with OM No. 6/9/2020 PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance of LOA.</p>
<p>7.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL’s ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:</p> <p style="text-align: center;">Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in. Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday) : 07.00AM – 11.00AM (on Saturday)</p>

Note: Any bidder having MSE Registration Certificate may upload a scanned copy of their registration certificate along with the technical bid while participating in the tender. This is for Company’s information and record only.

(Manisha Agarwala)

Manager (C&P)

For General Manager (C&P)

For Chairman & Managing Director

DATE: 01.05.2023

FORWARDING LETTER

OIL INDIA LIMITED invites Open Domestic Competitive Bids (LCB) from experienced and established firms/ contractors meeting the requisite criteria for the following mentioned work / service under **SINGLE STAGE COMPOSITE BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Horticulture and landscaping work for company provided accommodation to CMD at B12 Asiad Village, New Delhi.

CONTRACT PERIOD: 06 (Six) weeks from the date of commencement of the contract.

BID SECURITY: Nil.

PERFORMANCE SECURITY: Nil

BID CLOSING DATE & TIME: 25.05.2023 (14:30 HRS: Server Time)

BID OPENING DATE & TIME: 25.05.2023 (15:00 HRS: Server Time)

a) Bidders to submit Bid security declaration as per Proforma-IX.

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

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

3.0 **Bid should be submitted online up to 02:30 PM (IST) (Server Time) on the date as mentioned and Technical & Price Bids will be opened on the same day at 03:00 PM (IST) at Office of the GM (C&P) in presence of authorized representative of the bidder.**

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

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

Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. “Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm”.

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to action against the erring / defaulting agency as per Banning Policy of Company available at OIL's website www.oil-india.com.

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

7.0 The Bid must be valid for 90 (Ninety) days from the original date of Bid Closing Date.

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

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

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

~~11.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.~~

12.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

16.0 **PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**
Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per the Banning Policy (available in OIL's website) of Company.

17.0 **The tender will be governed by:**
Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION-II
Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION-III
General Conditions of Contract: SECTION-IV
Scope of Work and Special Terms & Conditions: SECTION-V
~~Schedule of Rates: SECTION-VI~~
Bidding Format (Price Bid): SECTION-VII (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal)
~~Integrity Pact: SECTION-VIII~~
Commercial Check list: SECTION-IX
General Health, Safety & Environment (HSE) Measures: SECTION-X
Annexures & Proformas

SPECIAL NOTE:

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

a) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original

A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.

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

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

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

18.0 The tender is invited under **SINGLE STAGE-COMPOSITE BID SYSTEM**. The bidder has to submit both the “Un-Priced Techno-Commercial” and “Priced” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

~~19.0 In Technical Bid opening, only Un Priced Techno Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.~~

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of Certifying Authorities (CCA) of India.

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

~~21.0 The Integrity Pact is applicable against this tender:~~

~~OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Section VIII 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.~~

~~**Note:** Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, E-mail: tmhasin@gmail.com; Shri Sutanu Behuria, IAS(Retd.), Ex Secretary, Deptt of Heavy Industries, email id sutanu2911@gmail.com ; Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail id : Ops2020@rediffmail.com have been appointed as Independent External Monitors).~~

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

The screenshot shows a web form titled "Create RFX Response". At the top, there are navigation buttons: "Submit", "Read Only", "Print Preview", "Check", "Technical RFX Response", and "Close". Below this, the form displays "RFX Response Number 60038748" and "RFX Number" (blank), "RFX Owner BHARALI" and "Total Value 0.00 INR". There are tabs for "RFX Information", "Items", and "Notes and Attachments". Under "RFX Information", there are sub-tabs for "Basic Data", "Questions", and "Technical Attachments". The "Event Parameters" section includes a "Currency" dropdown menu set to "Indian Rupee", a "Detailed Price Information" dropdown set to "No Price", and a "Terms of Payment" field with a calendar icon. A "Total Bid Value" field is highlighted in yellow. Three callout boxes provide instructions: the first points to the "Currency" dropdown, stating "Bidder to select the currency of the Response"; the second points to the "Detailed Price Information" dropdown, stating "Total Bid Value is mandatory in No Price RFX only"; the third points to the "Total Bid Value" field, stating "Total Bid Value considering all the taxes & duties."

(END OF SECTION-I)

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS:

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

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

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

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

5.2 DOCUMENTS COMPRISING THE BID:

(A) TECHNO-COMMERCIAL BID:

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

(B) PRICED BID:

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

- (i) Bidding Format as per Section-VII

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under

any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

7.0 BID SECURITY:

7.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-IX). Any bid not secured in accordance with Proforma-IX above shall be rejected by the Company as non-responsive.

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 The Bid must be valid for 90 (Ninety) days from original date of bid closing. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from original date of bid closing.

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

9.0 FORMAT AND SIGNING OF BID:

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

10.0 SUBMISSION OF BIDS:

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

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

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

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

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

Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

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

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

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

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

11.0 DEADLINE FOR SUBMISSION OF BIDS:

11.1 Bids should be submitted on-line up to 02.30 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

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

12.0 LATE BIDS:

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

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

14.0 EXTENSION OF BID SUBMISSION DATE:

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

15.0 BID OPENING AND EVALUATION:

15.1 Company will open the Technical Bids, including submission made pursuant to clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

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

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

15.4 Bids which have been withdrawn pursuant to clause 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.

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

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

15.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, 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.

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

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

16.0 OPENING OF PRICED BIDS:

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

18.0 CONTACTING THE COMPANY:

18.1 No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 15.5.

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

19.0 AWARD CRITERIA:

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

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

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

21.0 NOTIFICATION OF AWARD:

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

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

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

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

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

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

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

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

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

~~a. In case of Bidders submitting Performance Security in the form of~~

~~Bank — Guarantee/Bank — Draft/Cashier's — Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.~~

~~b. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.~~

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

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

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

- ~~i. "MT 760/MT 760 COV" for issuance of bank guarantee.~~
- ~~ii. "MT 760/MT 767 COV" for amendment of bank guarantee.~~

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

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

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

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

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

22.0 SIGNING OF CONTRACT:

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

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

23.0 ~~INTEGRITY PACT:~~

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

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

23.3 ~~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.~~

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

- ~~a. Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com~~
- ~~b. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com~~
- ~~c. Dr. Tejendra Mohan Bhasin,
Former Vigilance Commissioner, CVC
E-mail: tmbhasin@gmail.com~~

24.0 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.

25.0 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.

26.0 GOODS AND SERVICES TAX:

26.1 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.

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

26.3 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.

26.4 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.

- 26.5** 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.
- 26.6** 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.
- 26.7** GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 26.8** 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.
- 26.9** 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.
- 26.10** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

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

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

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

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

24.0 SPECIFICATIONS:

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

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

(END OF SECTION-II)

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

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

2.0 TECHNICAL EVALUATION CRITERIA:**2.1 EXPERIENCE:**

2.1.1 The bidder must have experience of at least one 'SIMILAR WORK' against one contract of minimum value of **Rs. 1,57,500.00** (Rupees One Lakh Fifty-Seven Thousand Five Hundred only) in any Central/State Govt./Private Organization or offices in previous 7 (seven) years to be reckoned from the original bid closing date.

Notes to BEC Clause 2.1.1 above:

A. SIMILAR WORK means Horticulture/Gardening work.

B. Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. A), must be substantiated by submission of the following documents along with the bid:

a) Contract document/Letter of Intent (LOI)/Letter of Award (LOA)/Work Order showing detailed scope of work in line with Clause 2.1 above.

And

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

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

(i) Gross value of job/quantity done.

(ii) Nature of job done mentioning the Work order no./Contract no.

(iii) Contract/Work Order period and date of completion

OR

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

- (i) Work order no. / Contract no.
 - (ii) Gross value of jobs/quantity done.
 - (iii) Period of Service
 - (iv) Nature of Service
- C. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.
- D. Following work experience will also be taken into consideration:
- (a)** If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
 - (b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
 - (c)** If the prospective bidder has executed a contract in which similar work is a component of the contract.
 - For proof of requisite experience against Para D; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LOA / WO showing details of work along with breakup of similar work and its value / quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed similar work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).
- E. Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- F. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause Nos. 2.1.1 will only be treated as acceptable experience.
- G. SIMILAR WORK executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.
- H. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.
- I. 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.
- J. Bids submitted for part of the work will be rejected.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1.1 Annual Financial Turnover of the bidder during any of the preceding 03 (three) financial/accounting years from the original bid closing date should be at least **Rs. 95,000.00** (Rupees Ninety-Five Thousand) only.

3.1.2 Net worth of bidder must be positive for the preceding financial/ accounting year.

Note:

- Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to BEC Clause 3.0 above:

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

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

OR

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

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February1, 2019 by Chartered Accountant in Practice.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding

financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-II**.

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

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

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.0.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted under Composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above shall be treated as nonresponsive and rejected.

4.3 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-IX) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

4.4 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.

~~**4.5** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.~~

4.6 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

4.7 Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not

meeting this requirement shall be rejected.

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

4.9 Bids with shorter validity (i.e., less than 90 days from the scheduled bid closing date) will be rejected as being non-responsive.

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

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

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

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

4.13 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

5.0 PRICE EVALUATION CRITERIA:

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

- 5.2 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 5.3 The quantities shown against each item in the "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 shall be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.4 If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 5.5 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.
- 5.6 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.
- 5.7 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.
- 5.8 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between /among the parties offering the same overall lowest price.
- 5.9 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. 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.
- 5.10 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.
- When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 5.11 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.
- 5.12 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

- 5.13 Values quoted only up to 02 digits after decimal i.e., hundredth will be considered for evaluation.
- 6.0 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) is NOT applicable against this tender.
- 7.0 GENERAL:**
- 7.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 7.2** Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.
- 7.3** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 7.4** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 7.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.
- 7.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.7** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 7.8** Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.

- 8.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.
- 9.0 CHECKLIST FOR BEC-BRC:** Enclosed as TECHNICAL EVALUATION SHEET (**PROFORMA-XII**) and COMMERCIAL CHECK-LIST (**SECTION-IX**). To be submitted along with the technical bid.

(END OF SECTION-III)

GENERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS:**

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“Horticulture and landscaping work for company provided accommodation to CMD at B12 Asiad Village, New Delhi.”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.10 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

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

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

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

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

3.0 CONTRACTOR'S PERSONNEL:

3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.

4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.

4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.

5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

6.1 No advance payment will be made against this contract.

6.2 Payment will be made on monthly basis within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.

6.3 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

6.4 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.

6.5 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

7.0 TAXES AND DUTIES:

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

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

7.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

7.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

7.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

7.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

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

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

- In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.
- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 8.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

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

the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

- 8.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 8.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 8.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 8.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 8.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not

registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

8.26 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars

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

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

8.27 Anti-profiteering clause

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

8.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating

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

9.0 INSURANCE:

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

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

10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the contractor.

10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.

10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

11.0 SUBSEQUENTLY ENACTED LAWS:

11.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

11.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

11.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

11.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

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

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

12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

13.0 WAIVERS AND AMENDMENTS:

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

13.2 Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

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

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

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

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

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

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

15.0 NOTICES:

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

Company

Contractor

a) **For contractual matters**

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

b) For matters relating to Scope of Work

Deputy General Manager (Civil)
Oil India Limited
Plot No. 19, Sector-16 A, NOIDA-201 301
Mob: 8331824958
E-mail: dcbharali@oilindia.in

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

16.0 HEADINGS:

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

17.0 ASSIGNMENT AND SUB-LETTING:

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

18.0 FORCE MAJEURE:

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

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

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

19.0 TERMINATION:**19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

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

19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

19.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

19.6 CONSEQUENCES OF TERMINATION:

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

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

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

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

20.0 APPLICABLE LAW:

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

20.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.

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

21.0 LIABILITY:

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

contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

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

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

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

21.9 LIMITATION OF LIABILITY:

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

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

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

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

22.0 CONSEQUENTIAL DAMAGE:

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

23.0 WITH-HOLDING:

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

24.0 INDEMNITY AGREEMENT:

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

death of personnel, or damage to property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

26.0 MISCELLANEOUS PROVISIONS:

26.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

26.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance or 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 regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

26.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

26.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

27.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

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

28.0 SET OFF:

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

29.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30.0 CHANGES:

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

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

with Clause 27.0 hereinabove. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

31.0 ROYALTY AND PATENTS:

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

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

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

33.0 PERFORMANCE SECURITY:

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

(END OF SECTION-IV)

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

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

1.0 DURATION OF AGREEMENT:

This Agreement shall be in force for 06 (Six) weeks with effect from the date as mentioned in the Work Order.

2.0 AREA OF OPERATIONS:

B12 Asiad Village, New Delhi

3.0 SCOPE OF WORKS: Scope of Work:

- a. Cleaning and sweeping of existing Lawn / Garden area for gardening and landscaping.
- b. Trimming existing trees/shrubs etc.
- c. Supply of Good quality plants for one time horticultural/ gardening and landscaping job as included in the SOQ.
- d. Supply of FRP Planters/Pots
- e. Supplying, stacking, mixing, and filling of good earth, manure required for gardening job as per the site requirements.
- f. Woodwork and Steel work for garden landscaping.

4.0 PAYMENT TERMS:

Payment will be made after successful completion of the job.

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

(END OF SECTION-V)

BIDDING FORMAT

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

(END OF SECTION-VII)

COMMERCIAL CHECK LIST

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

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether DECLARATION FOR BID SECURITY as per Proforma-IX submitted	Yes/ No
3.0	Whether quoted offer validity of 90 (Ninety) days from the original date of bid opening?	Yes/ No
4.0	Whether all BEC/BRC clauses accepted?	Yes/ No
4.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
4.2	Whether Undertaking submitted as per Annexure-I towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
5.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether confirmed to submit PBG as asked for in NIT? (if applicable)	Yes/ No
8.1	Whether Integrity Pact accepted? (if applicable)	Yes/ No
8.2	Whether Integrity Pact along with the Un-priced Techno-Commercial Bid? (if applicable)	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award/order? (if applicable)	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No
11.0	Whether bidder has unique GeM Seller ID If YES , bidder to provide GeM Seller ID in their bid	Yes/ No

Offer ref Dated

(END OF SECTION-IX)

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

- A. The contractor shall maintain all the safety protocols and should arrange for proper safety of his personnel during work. It shall be the duty of the contractor to provide necessary Personal Protective Equipment (PPE) to his labours at his own cost.
- B. The contractor shall carry out the work at various site in such a way that no hindrance or injury is caused to the personal at sites, workshops, stores, buildings, offices, work areas and to the other agencies working in the area, without causing any damage to the existing facilities, equipment, property etc. Any damage so occurred to person/ property of OIL shall be made good by the Contractors at his / their own cost or as directed by the Engineer-in-charge.
- C. The Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work-accident to any of the contractor's employed persons.
- D. The Contractor shall also adhere to following HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS while performing the works under this contract.
- 1.0 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor 's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
 - 2.0 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
 - 3.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Actor omissions at work.
 - 4.0 The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
 - 5.0 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body

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harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

- 6.0 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 7.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 8.0 Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be always kept with all working teams. The SOP clearly stating the risk arising to men, machineries & material from the mining operation /other operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineering Charge (OIL).
- 9.0 Contractor must ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work, which is not covered under SOP, the Contractor shall develop it and submit it to the representatives of OIL.
- 10.0 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 11.0 Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 12.0 The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training

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for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

- 13.0 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.
- 14.0 The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
- 15.0 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor must remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 16.0 OIL will communicate all information to the Contractor or his authorized representative only.
- 17.0 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
- 18.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 19.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
- 20.0 Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 21.0 The Contractor has to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
- 22.0 Contractor's Supervisor/ Contractor's personnel need to be aware about the site-specific emergency response plan (which includes display of emergency contact

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- nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- 23.0 All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 24.0 Necessary signboard / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals /sign- boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 25.0 Barricading of area to be done with reflecting tapes as applicable during work.
- 26.0 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 27.0 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 28.0 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas /hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
- 29.0 The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them if anything goes wrong.
- 30.0 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 31.0 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 32.0 Considering the ongoing Covid- 19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.
- 33.0 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor

(END OF SECTION-X)

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

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI3326P24

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

Sir,

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

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

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

Yours faithfully,

For *(type name of the firm here)*

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

Signature:

Unique Document Identification Number (UDIN):

**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF NOTE-(b) UNDER
CLAUSE 3.0 OF BEC/BRC**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory Name:
Designation:

Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

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

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

(Only exceptions/deviations to be rendered)

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

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

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of Bidder: _____

NOTE:

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's TENDER No. CLI3326P24

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI3326P24** for **Horticulture and landscaping work for company provided accommodation to CMD at B12 Asiad Village, New Delhi.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CLI3326P24

We _____ of _____
Confirm that Mr./Ms. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **CLI3326P24** for **Horticulture and landscaping work for company provided accommodation to CMD at B12 Asiad Village, New Delhi** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

GeM Seller ID:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

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

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

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

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

~~This guarantee is valid until the _____ day of _____~~

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

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

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

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

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

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

~~NOTE:~~

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

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

- ~~iii. "MT 760/MT 760 COV" for issuance of bank guarantee.~~
- ~~iv. "MT 760/MT 767 COV" for amendment of bank guarantee.~~

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

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

BID FORM

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

Sub: TENDER No. CLI3326P24

Gentlemen,

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

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

We agree to abide by this Bid for a period of 90 days from the original date fixed for Technical Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20____.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

FORM OF DECLARATION FOR BID SECURITY

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

I/We, the undersigned, declare that:

1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Security Declaration'.

2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

AGREEMENT FORM

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

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

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

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Schedule of Work, quantities, Units & Rates;
- (b) General Terms & Conditions (GTC);
- (c) Special Terms & Conditions (STC);
- (d) Additional Terms & Conditions (ATC).

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

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

Signature: _____

Signature: _____

Name: _____

Name: _____

Status: _____

Status: _____

In Presence of:

In Presence of:

1. _____

1. _____

2. _____

2. _____

**FORMAT OF UNDERTAKING BY BIDDERS FOR
DECLARING PERCENTAGE OF LOCAL CONTENT**

(To be submitted on Bidder's letter head)

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

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

Dear Madam / Sir,

I/We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ % as per Clause No. 5.0 of the policy vide Public Procurement (Preference to Make in India 2017, revision vide Letter No. P 45021/2/2017 PP (BE II) dated 16.09.2020 issued by DPIIT to bid against Tender No. **CLI2327P23**.

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

(END OF PROFORMA XI)

TECHNICAL CHECKLIST/REQUIREMENT SHEET

Sl. No	Clause No. of Tender Document.	Description	Bidders Remarks Complied / Not Complied / Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks / compliance
1	1.0	<p>GENERAL CONFORMITY:</p> <p>The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.</p>		
2	2.0	<p>TECHNICAL EVALUATION CRITERIA:</p>		
3	2.1.1	<p>The bidder must have experience of at least one 'SIMILAR WORK' against one contract of minimum value of Rs. 1,57,500.00 (Rupees One Lakh Fifty-Seven Thousand Five Hundred only) in any Central/State Govt./Private Organization or offices in previous 7 (seven) years to be reckoned from the original bid closing date.</p> <p>Notes to BEC Clause 2.1.1 above:</p> <p>A. SIMILAR WORK means Horticulture/Gardening work.</p> <p>B. Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. A), must be substantiated by submission of the following documents along with the bid:</p> <p>a) Contract document/Letter of Intent (LOI)/Letter of Award (LOA)/Work Order showing detailed scope of work in line with Clause 2.1 above.</p> <p>And</p> <p>b) Anyone of the following documents [out of (1) and (2)]:</p> <p>(1) Job Completion Certificate/ Gross Payment Certificate / Work Execution Certificate showing:</p> <p>(i) Gross value of job/quantity done. (ii) Nature of job done mentioning the Work order no./Contract no. (iii) Contract/Work Order period and date of completion OR</p> <p>(2) SES (Service Entry Sheet)/Certificate of Payment (COP)</p>		

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		<p>issued by the company indicating the following:</p> <p>(i) Work order no. / Contract no. (ii) Gross value of jobs/quantity done. (iii) Period of Service (iv) Nature of Service</p> <p>C. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.</p> <p>D. Following work experience will also be taken into consideration:</p> <p>(a) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p> <p>(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(c) If the prospective bidder has executed a contract in which similar work is a component of the contract.</p> <ul style="list-style-type: none"> For proof of requisite experience against Para D; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LOA / WO showing details of work along with breakup of similar work and its value / quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed similar work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). <p>E. Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p>F. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause Nos. 2.1.1 will only be treated as acceptable experience.</p> <p>G. SIMILAR WORK executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.</p> <p>H. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.</p> <p>I. 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.</p> <p>J. Bids submitted for part of the work will be rejected.</p>		
4	3.0	FINANCIAL EVALUATION CRITERIA:		
5	3.1.1	Annual Financial Turnover of the bidder during any of the preceding 03 (three) financial/accounting years from the original bid closing date should be at least Rs. 95,000.00 (Rupees Ninety-Five Thousand) only.		

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6	3.1.2	<p>Net worth of bidder must be positive for the preceding financial/ accounting year.</p> <p>Note:</p> <ul style="list-style-type: none"> • Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). • Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation" • The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013. 		
7		<p>a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA-I. OR</p> <p>(ii) Audited Balance Sheet along with Profit & Loss account.</p> <p>Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February1, 2019 by Chartered Accountant in Practice.</p> <p>b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per PROFORMA-II.</p> <p>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.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate</p>		

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		documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.0.		
8	4.0	COMMERCIAL EVALUATION CRITERIA:		
9	4.1	The bids are to be submitted under Composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.		
10	4.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above shall be treated as nonresponsive and rejected.		
11	4.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-IX) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.		
12	4.4	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.		
13	4.5	The Integrity Pact must be uploaded in OIL's E Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.		
14	4.6	Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.		
15	4.7	Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected		
16	4.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.		
17	4.9	Bids with shorter validity (i.e., less than 90 days from the scheduled bid closing date) will be rejected as being non-responsive.		
18	4.10	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: <ul style="list-style-type: none"> (i) Firm price (ii) Bid Security Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause 		

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		<p>(xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact</p>		
19	4.11	Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.		
20	4.12	Only one bid against a party offering individually as well as under Proprietorship firms shall be accepted. In case any bidder is found to submit separate bids under proprietorship as well as under any Partnership firm then the acceptable bid made in the name of the Partnership firm will only be considered for further evaluation.		
21	4.13	The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.		
22	5.0	PRICE EVALUATION CRITERIA:		
23	5.1	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.		
24	5.2	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.		
25	5.3	The quantities shown against each item in the "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 shall be paid on the basis of the actual number of days/parameter, as the case may be.		
26	5.4	If there is any discrepancy between the unit price and the total price, the unit price will prevail, and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.		
27	5.5	The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.		
28	5.6	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.		
29	5.7	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.		
30	5.8	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between /among the parties offering the same overall lowest price.		
31	5.9	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,		

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		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.		
32	5.10	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. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.		
33	5.11	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.		
34	5.12	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.		
35	5.13	Values quoted only up to 02 digits after decimal i.e., hundredth will be considered for evaluation.		
36	6.0	PURCHASE PREFERENCE CLAUSE: Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) is NOT applicable against this tender.		
37	7.0	GENERAL:		
38	7.1	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.		
39	7.2	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same shall be deposited by the bidder (applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.		
40	7.3	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.		
41	7.4	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.		
42	7.5	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.		
43	7.6	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.		
44	7.7	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.		

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45	7.8	Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.		
46	8.0	COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.		
47	9.0	CHECKLIST FOR BEC-BRC: Enclosed as TECHNICAL EVALUATION SHEET (PROFORMA-XII) and COMMERCIAL CHECK-LIST (SECTION-IX). To be submitted along with the technical bid.		

**(END OF PROFORMA-XII)
- END OF TENDER -**