

**The Tender No. LCP0148L23 Dt.20.04.2022**

Hiring services of operation and maintenance of Heating, Ventilation and Air Conditioning (HVAC) system at OIL House, NOIDA for a period of Six Months

The above tender is floated addressing to following five parties:

- 1) M/s. Allied Energy & Hydrocarbon Solutions, Delhi
- 2) M/s. Powermech Services Pvt. Ltd., Navi Mumbai
- 3) M/s. Suraj Associates, New Delhi
- 4) M/s. G-Tech Solutions, New Delhi
- 5) M/s. Aircon Engineers, Lucknow



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

Plot No. 19, Sector 16A,  
Noida – 201301, U.P.  
Phone: 0120 - 2488333 to 2488347  
(EPABX)  
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E-mail: [oilindia@oilindia.in](mailto:oilindia@oilindia.in)  
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### COVERING NOTE

Enquiry No.	<b>LCP0148L23</b>
Date	<b>20.04.2022</b>
Bid Closing Date	<b>27.04.2022</b>
Bid Closing Time	<b>14: 30 Hrs. (IST)</b>
Bid Opening Date	<b>27.04.2022</b>
Bid Opening Time	<b>15:00 Hrs. (IST)</b>
Bid Security	<b>Not Applicable</b>
Performance Security	<b>03 % of the total Contract Value</b>

Dear Sir,

Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations from you under Single Stage Two Bid System for providing “**hiring services of operation and maintenance of Heating, Ventilation and Air Conditioning (HVAC) system at OIL House, NOIDA for a period of Six Months**”. The bid document for the above service comprises of the following Sections:

- SECTION– I: INSTRUCTIONS TO BIDDERS
- SECTION–II: GENERAL CONDITIONS OF CONTRACT
- SECTION–III: SCOPE OF SERVICE
- SECTION–IV: SPECIAL CONDITIONS OF CONTRACT
- SECTION–V: BIDDING FORMAT
- SECTION–VI: BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)
- PORFORMAS: PROFORMAS FROM I To X

**1.0** You are requested to submit your most competitive offer in a sealed envelope super scribing the following details on the righthand top corner:

OIL’s Tender No. \_\_\_\_\_  
Bid Closing date \_\_\_\_\_  
Brief description of the job \_\_\_\_\_  
Bidder’s Name \_\_\_\_\_

**1.1** Offers must be addressed to:  
**Chief General Manager (C&P)**  
**Oil India Limited**

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

- 1.2 The sealed envelope containing the offer must be delivered at the Office of CGM (C&P) at above address latest by 2.30 PM (IST) on the Bid Closing Date.
- 1.3 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of CGM(C&P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.
- 1.4 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.
- 1.5 Offers or modifications to offers received after the Bid Closing Time / Date will not be considered. No unsolicited correspondence after submission into cognizance of the Offer will be taken.
- 1.6 All entries in the offer must be made in English.

**2.0 Duration of Contract:**

Six (06) Months with effect from 16.05.2022

**3.0 Gem Seller ID:**

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.

**4.0 Contact Person details:**

Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the job.

Mr. D.C. Bharali, Deputy General Manager (Civil)  
Oil India Limited  
Mobile No.:7989526120

We now look forward to your valuable offer against the tender.

Thanking you,  
Yours faithfully,  
OIL INDIA LIMITED

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

## **SECTION - I**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BIDDING DOCUMENTS**

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

(a) A Covering Note highlighting the following points:

- i) Oil India Limited 's Tender No.
- ii) Type of Bidding
- iii) Bid closing date and time.
- iv) Bid opening date, time and place.
- v) Bid submission place and opening place
- vi) Bid opening place
- vii) The amount of performance guarantee.
- viii) Contract Period.

(b) Instructions to Bidders (Section - I)

(c) General Terms and Conditions (Section - II)

(d) Scope of Service (Section - III)

(e) Special Conditions of Contract (Section - IV)

(f) Bidding Format (Section - V)

(g) Bid Evaluation Criteria/Bid Rejection Criteria (Section - VI)

(h) PROFORMAS FROM I TO XI

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

#### 3.0 AMENDMENT OF BIDDING DOCUMENTS:

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

3.2 The Addendum will be sent by E-mail to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

#### **B. PREPARATION OF BIDS:**

## 5.0 LANGUAGE OF BIDS:

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

## 5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single Stage Two Bid System and shall comprise of the following components:

### A. Technical Bid:

- i. Documentary evidence establishing Bidder's eligibility in accordance with the Bid Evaluation Criteria (BEC) as per SECTION-VI
- ii. ~~Bid Security in accordance with Para 8.0 below should be submitted along with the Technical bid document. (Original hard copy of Bid Security should reach the Office of Chief General Manager (Contracts & Purchase), NOIDA before Bid closing date and time. (Not applicable in this tender)~~
- iii. Rates as per the bidding format provided in SECTION – V.
- iv. Statement of Non- compliance as per PROFORMA-I
- v. Undertaking of authenticity of information/documents submitted ( PROFORMA-VI)
- vi. Checklist as per PROFORMA-VII
- vii. All other Documents required as per PP Policy wherever applicable.
- viii. The 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.

**Note:** 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. Price Bid:

(Price bid as per the bidding format provided in Section – V.

- 5.2 **The 'Technical Bid' should be sealed in an envelope and marked "TECHNICAL BID". The rates quoted (inclusive of all taxes) by the bidder in the Bidding Format provided in Section - V will be treated as the 'Priced Bid' and should be sealed in a separate envelope marked "PRICED BID". Both the envelopes (Technical & Priced Bid) should be sealed in another envelope and to be submitted at the office of:**

Chief General Manager(C&P)  
Oil India Limited  
Plot No. 19, Sector-16A  
NOIDA –201301

## 6.0 BID PRICE:

- 6.1 Prices should be quoted as per the bidding format provided in Section – V.

- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All duties and taxes, corporate income taxes, service taxes and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 7.1 These are listed in Bid Rejection Criteria/Bid Evaluation Criteria provided in Section – VI.

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for 90 days from the bid closing date prescribed by the Company.
- 8.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by E-mail). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 8.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

9.0 SEALING AND MARKING OF BIDS:

- 9.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/noncompliance to each clause as per **PROFORMA – I**, enclosed.
- 9.2 Bid (Technical & Price bids) must be sealed as per the instructions given in Point No. 5.0 above.
- 9.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid before the scheduled bid closing Date and Time of the tender.
- 9.4 E-mail/ Telephonic offers will not be accepted.
- 9.5 Bid should be properly signed by competent authority of the bidder.

10.0 DEADLINE FOR SUBMISSION OF BIDS :

- 10.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Covering Note.**

11.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 11.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing date.
- 11.2 No bid can be modified subsequent to the deadline for submission of bids.
- 11.3 No bid may 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 Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period of minimum 01(one) year and maximum 03(three) years.

## 12.0 BID OPENING AND EVALUATION

- 12.1 Company will open the Bids, including submission(s) made pursuant to para 11.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.
- 12.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to Para 11.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.
- 12.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.
- 12.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 12.2.
- 12.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 12.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 12.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 12.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

12.9 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

13.0 EVALUATION AND COMPARISON OF BIDS:

13.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria(BRC/BEC) (Section-VI) of the tender document.

13.2 The Company will examine the bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

13.3 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 any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

14.0 CONTACTING THE COMPANY :

14.1 Except as otherwise provided in para 12.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 12.5.

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

**D. AWARD OF CONTRACT**

15.0 AWARD CRITERIA:

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

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

16.1 Company reserves the right to accept any bid and to reject any or all bids.

17.0 NOTIFICATION OF AWARD:

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

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

18.0 SIGNING OF CONTRACT:



- 18.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.
- 18.2 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties.
- 19.0 PERFORMANCE SECURITY:
- 19.1 Within 15 (fifteen) days from the date of issue of LOA awarded from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form ( as per format given in Section VI) or in any other form acceptable to the Company (demand draft/ cashier's cheque/ Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED)) from a schedule Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 19.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 19.3 Failure of the successful bidder to comply with the requirements of Para 18.1 to 19.2 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's policy. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

**(END OF SECTION – I)**

## **S E C T I O N -II**

### **GENERAL CONDITIONS OF CONTRACT**

( As per attached document titled OIL's GCC)

## **SECTION –III**

### **SCOPE OF SERVICE**

The job includes the following:

1. Starting and stopping of the plant as per requirement of the user.
2. Checking water in the cooling tower.
3. Checking voltage.
4. Checking operation of allied equipment for its normal operating conditions, and informing the abnormalities to the concerned people
5. Recording the readings.
6. Recording abnormalities observed of the plant in the log sheet.
7. Maintain the general cleanliness of the plant room.
8. Constant monitoring of the temperature in different floors.
9. Attending day-to-day temperature complaints.
10. Monitoring the water levels of the cooling towers.
11. Monitoring of the voltage supplied and necessary remedial actions by starting the DG sets, if possible.
12. Monitoring the chiller parameters on hourly basis. Rectify any faults found.
13. Regular cleaning of AHU filters.

**(END OF SECTION – III)**

## **SECTION – IV**

### **SPECIAL CONDITIONS OF CONTRACT**

1.0 The contractor shall engage following persons against the Contract:

Supervisor: 1 No. with minimum 10 years of experience (High Skilled)

Electrician: 1 No. with minimum 05 years of experience (Skilled)

Helper/Assistant: 1 No. with minimum 5 yrs. of experience (Semi-skilled)

2.0 Period of Service Availability: 12 hrs. per day (8.00AM to 8.00PM)  
(Excluding Sunday and gazette holiday)

3.0 The contractor must have to carry out the job beyond normal duty hours also in case of requirement.

4.0 The contractor will have to make all the arrangement for food, transportation, conveyance etc. for their employees for which no extra claim will be entertained.

5.0 The contractor will have to provide uniforms, shoes etc. to their employees.

6.0 For better communication, the leader of the group should be provided with mobile hand set so that he can be contacted at any time in case of emergency.

#### 7.0 OTHER TERMS AND CONDITIONS

- a) The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable.
- b) The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations thereunder, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be the responsibility of the contractor.
- c) Contractor should submit documentary evidence every month with regard to deposit of Provident Funds in respect of personnel deployed against this contract as per provisions of Employees Provident Fund Act.
- d) The Contractor shall arrange ESI coverage in respect of personnel deployed under this contract.
- e) Contractor shall submit any other documentary evidence as and when called by OIL in connection with this contract.
- f) The contractor will abide by rules, regulations, by-laws and statues, imposed by the Government and other local authorities etc.

- g) The payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. Payment will be made by 7th day of every month.
- h) The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions.
- i) Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor.
- j) The contractor shall be responsible for maintenance of Registers / records under various labour laws and shall furnish them as and when required.
- k) The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under the statutory labour provisions at any point of time during the currency of the contract or thereafter for the relevant period.
- l) The contractor shall be entirely responsible for any mishaps /accident, inside the Oil India Ltd premises, to his worker(s) while performing duty and shall have no claim on Oil India Ltd with respect to any compensation / monetary benefits etc whatsoever. Contractor shall arrange to take necessary insurance policy for the personnel employed by them and third party in respect of risks involved during the course of operation of the contract to the satisfaction of the society and before starting the work.
- m) OIL shall have right to withhold payment of the bills in case of non-compliance of any clause of the contract or payment etc. to his contract labour.
- n) Contractor shall in no case lease/transfer/sublet/appoint caretaker for the services.
- o) No other person except contractor and their employees shall be allowed to enter the OIL premises. Contractor/employees shall not entertain any outsider or extend any service beyond Oil India Ltd premises.
- p) Contractor's personnel shall not indulge in any unlawful activities within the Oil India Ltd premises and not indulge in any other private work other than normal duties.
- q) The personnel engaged by the contractor shall be subject to security check by the Oil India Ltd 's security staff while entering / leaving the premises. The contractor for their personnel shall issue identity cards. Contractor shall give the name of the personnel deployed by him to OIL.
- r) Contractor shall be fully responsible for theft, burglary, fire or any other mischievous deeds done by their staff.
- s) Oil India Ltd. reserves the right to terminate the contract any time during the period of the contract without assigning any reasons thereof. Such terminations will be communicated in writing to the contractors and any work affected beyond date of termination of the contract shall not be measured and paid for.

- t) Coordination with UPPCL will be the responsibility of the contractor for obtaining shut down, attending to fault or for any other job.
- u) Regular / frequently used consumables and spares (within scope of the contract) will be procured & kept in ready stock by the contractor and in no case supply of power / water will be stopped on this account at any time.
- v) For execution of any major jobs for any equipment, contractor will provide detail estimate separately from the original manufacturer/supplier. Such job will be executed separately.
- w) Contractor will provide additional manpower, if required, for execution of any job covered in the contract.
- x) Disposal of used lube oil used filter etc. will be the responsible of the contractor and will take permission from Engineer-in-charge for disposal.
- y) Contractor will keep proper records of equipment covered under the defect liability period / guarantee period while executing the job and in no case will violate any norms.

**(END OF SECTION – IV)**

## SECTION – V

### BIDDING FORMAT /PRICE SCHEDULE

Hiring Services for Operation And Maintenance Of Heating, Ventilation And Air Conditioning (HVAC) System At OIL House, Noida For A Period Of Six Months

Item No.	Service Description	Total Value for 06 Months including all taxes but excluding GST( in Rs.)
1.	Service Charge for rendering operation and maintenance of Heating, Ventilation and Air Conditioning (HVAC) system at OIL House, NOIDA for a period of Six Months  <b>Minimum: Rs.47,100.00 (exclusive of GST)</b>  <b>Maximum: Rs.94,200.00 (exclusive of GST)</b>	<b>A1</b>
2	Applicable GST in Rs.  (Please indicate GST in % also) ----- %  SAC Code: -----	<b>A2</b>
3	Minimum wages plus PF, ESI, Overtime(OT) etc. towards deployment of requisite workforce including GST  <b>M</b>	<b><u>Bidders are not required to quote cost towards salary of workers which will be paid EXTRA by OIL as per note b) below.</u></b>
	<b>Grand Total Value including all Taxes and GST (Rs.)</b> <b>[Excluding minimum wages plus PF, ESI,OT etc. towards deployment of workforce which will be paid EXTRA by OIL]</b>	<b>A3: A1 +A2</b>
	<b>Total estimated Contract Value: M + A3</b>	

**Name Of Bidder:**

**Notes:**

- a) Bidders must quote “ Total Price for 06 Months including all taxes but excluding GST” ( A1) between following Price range:

**Lower Limit (Minimum) : Rs.47,100.00 (exclusive of GST)**

**Higher Limit (Maximum) : Rs.94,200.00(exclusive of GST)**

**Bidders quoting below Rs.47,100 (without GST) and above Rs.94,200.00**

**(without GST) will be summarily rejected.**

- b) Even in case of Statutory increase/decrease of Minimum Wages, the quoted amount of the Service Charge will not be changed and will remain firm till end of the contract period.
- c) Bidders are not required to quote cost towards salary of workers to be deployed for execution of the above service. Amount equivalent to minimum wages rates notified by the Ministry of Labours& Employment, Govt. of India and other payment like PF, ESI, Overtime etc. as per statutory requirement along with GST applicable for this amount, will be paid **EXTRA** by Oil India Limited at the prevailing rate at the time of actual execution of the work for the actual no. of man power involved.
- d) Bidders will not be allowed to quote price after decimal. If they quote price with decimal, digits after decimal will not be considered for evaluation and values quoted up to ones will be considered for evaluation.**
- e) 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.
- f) For evaluation of the lowest bidder among the techno commercially acceptable parties **“Grand Total value including all taxes and GST (Rs.)(A3)”** will be considered.
- g) In case participating MSE(s) quote price within price band of L1+15%, such MSEs shall be allowed to participate in the draw of lot provided such MSEs bring down their price to L1 price .
- h) Total contract value for the purpose of calculating Security amount for Performance will be total amount quoted by the bidder plus estimated manpower cost excluding GST.**

**(END OF SECTION-V)**



## **SECTION – VI**

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

#### **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.

#### **1.1 TECHNICAL EVALUATION CRITERIA:**

##### **EXPERIENCE:**

- 1.1.1 The bidder must have experience of at least one ‘SIMILAR WORK’ against one contract of minimum value of **Rs.4.95 Lakhs** (in previous 7 (seven) years to be reckoned from the original bid closing date.

##### **Notes to Clause 2.1.1 above:**

**A.** SIMILAR WORK means providing Services of Operation and Maintenance of HVAC system

**B.** Proof of requisite experience viz. award and subsequent successful execution/completion of similar work (ref clause no. 1.1.1), must be substantiated by submission of the following documents along with the bid:

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

And

- b) Anyone of the following documents:

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

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

OR

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

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

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

- (a) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
- (b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
- (c) If the prospective bidder has executed a contract in which similar work is a component of the contract.
- For proof of requisite experience against Para C; (a), (b) & (c) above, to satisfy a) similar work b) minimum prescribed value / quantity / period c) prescribed period of 07 (seven) years, Bidder(s) must submit the Contract document / LoA / WO showing details of work along with breakup of similar work and its value / quantity / period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed similar work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value, issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

C. Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

D. 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. 1.1.1 will only be treated as acceptable experience.

E. SIMILAR WORK executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/BRC.

F. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date.

G. 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.

H. Bids submitted for part of the work will be rejected.

## **2.2 FINANCIAL EVALUATION CRITERIA:**

2.2.1 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.2.97Lakhs.**

2.2.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.

**Note:** The Net worth to be considered against Clause 2.2.2 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 2.2 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-V.**

OR

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

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

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

**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 2.2.

### **3.0 COMMERCIAL EVALUATION CRITERIA:**

- 3.1** The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 3.2** Price Bid without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 3.3** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 3.4** Bid Security is not applicable against this tender.
- 3.5** Any bid received through Fax/E-mail will not be accepted.
- 3.6** 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.
- 3.7** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.8 Purchase Preference to Micro and Small Enterprises (Public Procurement Policy for MSEs – Order 2012):** Purchase Preference to Micro and Small Enterprises will be extended if the eligible MSE bidder is the manufacturer of tendered goods and capable of rendering the tendered services by themselves.
- a) In case participating MSE(s) quote price within price band of L1+15%, such MSEs shall be allowed to participate in the draw of lot provided such MSEs bring down their price to L1 price .
  - b) **Documentation required to be submitted by MSEs:** The bidder claiming MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate for availing the benefits applicable to MSEs:
- 3.9** Bidder must accept and comply with the following provisions as given in the Tender Document in to, failing which offer will be rejected:
- (i) Firm price
  - (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

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

**3.11** Bid received with validity less than **90 (Ninety)** days from Bid Closing Date will be rejected.

**3.12** 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.

#### **4.0 PRICE BID EVALUATION:**

**4.1** 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.

**4.2** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

**4.3** 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.

**4.4** It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

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

**4.6** 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.

**4.7** 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.

**4.8** **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.**

**4.9** 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.

**4.10** Price Bid 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.

**4.11** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

## **5.0** **GENERAL:**

**5.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by 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.

**5.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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.

**5.3** If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

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

- 5.5** 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.
- 5.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.0** **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.

**STATEMENT OF NON-COMPLIANCE**

**(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria/Bid Evaluation Criteria, to be rendered)**

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

**(Authorised Signatory)**

**Name of the bidder** \_\_\_\_\_

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



**DECLARATION FOR BID SECURITY**

To,  
**M/s. Oil India Limited**  
.....  
.....

Sub: .....  
Tender No:.....

Dear Sir,  
After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

- (i) — fail or refuse to execute the Contract, if required, or
- (ii) — fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
- (iii) — Fail or refuse to accept ‘arithmetical corrections’ as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

Date: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

\_\_\_\_\_ Seal: \_\_\_\_\_

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**(To be furnished by the contractor in case of submitting performance security in the form of bank Guarantee after issue of LOA)**

To:  
M/s. Oil India Limited

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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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the 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:

- 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 – HDFCINBBDEL; Branch Address: HDFC Bank Limited,  
E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

- 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.

**NOTE: Bidders are NOT required to complete this form while submitting the Bid.**

\*\*\*\*\*

SAMPLE FORM OF CONTRACT

THIS AGGREEMENT is made on the ..... day of..... 2022, between (Name of Company)\_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)\_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance)\_\_\_\_\_, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) This form of Agreement,
  - b) The Letter of Award
  - c) The said Bid and Appendix,
  - d) The Scope of Services
  - e) The Priced Bid and Quantities,
  - g) The Schedules of Supplementary Information, if any
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED.

By the said Name \_\_\_\_\_  
On behalf of the Contractor  
in the presence of:

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)
2019-20		
2020-21		
2021-22		

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

**UDIN (Unique Document Identification Number) :**

Signature

**PROFORMA-VI**

**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. \_\_\_\_\_ **Dated** \_\_\_\_\_**

To,  
The General Manager  
Contracts & Purchase Dept  
OIL, 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)

\*\*\*\*\*

## PROFORMA-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 Price bid and technical bid are submitted in separate sealed envelope	Yes/ No
3.0	Whether GeM Seller ID mentioned / registration certificate is submitted along with technical bid?	Yes/ No
4.0	Whether quoted offer validity of 90 days from the date of bid closing?	Yes/ No
5.0	Whether all supporting documents related to BRC/BEC clauses submitted ?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
10.0	Whether Undertaking of authenticity of information/documents submitted along with technical bid?	Yes/No
11.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No



**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

Oil India Limited  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Sir,

Sub: OIL's TENDER No.

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. **LCP0148L23** for Hiring Services for Operation And Maintenance Of Heating, Ventilation And Air Conditioning (HVAC) System At OIL House, Noida For A Period Of Six Months

Yours faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LETTER OF AUTHORITY**

To  
OIL INDIA LIMITED  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Dear Sir,

**SUB: OIL TENDER No.**

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. **LCP0148L23** for Hiring Services for Operation And Maintenance Of Heating, Ventilation And Air Conditioning (HVAC) System At OIL House, Noida for a period of Six Months 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 EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE  
OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b' under Clause 2.2 Financial Criteria 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: 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/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.

**[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:

---

Signature of Bidder with Official Seal

## **GENERAL CONDITIONS OF CONTRACT(GCC)**

### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

#### **1.1 Applicability**

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

#### **1.2 Definition & Interpretation**

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

##### **1.2.1 COMPANY/OIL/Operator:**

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

##### **1.2.2 CONTRACTOR:**

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

##### **1.2.3 Contract:**

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

##### **1.2.4 Site:**

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

##### **1.2.5 COMPANY's Site Representative/Engineer:**

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

##### **1.2.6 Sub-Contract:**

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

- 1.2.7** Sub-Contractor:  
Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).
- 1.2.8** Contractor's Representative:  
Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.
- 1.2.9** Contract Price/Value:  
Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.
- 1.2.10** Firm price:  
The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.
- 1.2.11** Service/Works/Operations:  
Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.
- 1.2.12** Equipment/Materials/Goods:  
Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.
- 1.2.13** Drawings:  
Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.
- 1.2.14** Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

- 1.2.15** Engineer In-charge (EIC):  
Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.
- 1.2.16** Inspectors:  
Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.
- 1.2.17** Tests:  
Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.
- 1.2.18** Approval:  
Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- 1.2.19** Day:  
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20** Month:  
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21** Year:  
Shall mean calendar year as per Gregorian calendar.
- 1.2.22** Working day:  
Means any day which is not declared to be holiday by the COMPANY.
- 1.2.23** Bid/offer:  
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24** Guarantee:

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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



## **2.0 CONTRACT DOCUMENT:**

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

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

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

## **3.0 WAIVERS AND AMENDMENTS:**

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

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

## **4.0 CONTRACT TIMELINE:**

### **4.1 Effective Date of Contract:**

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

### **4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the contract shall be as defined in the contract, specifications, drawings and appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

COMPANY SHALL, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THIS CONTRACT:

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

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

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

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL'S SITE REPRESENTATIVE/ENGINEER:**

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

- A) Overall supervision, co-ordination and project management at site.
- B) Proper and optimum utilization of equipment and services.
- C) Monitoring of performance and progress
- D) Commenting/countersigning on reports made by the contractor's representative at site in respect of works, receipts, consumption etc. After satisfying himself with the facts of the respective cases.
- E) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. Directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the contractor.
- F) Each and every document emerging from site in support of any claim by the contractor has to have the countersignature/comments of the oil's representative/engineer without which no claim shall be entertained by the oil.

**8.2 CONTRACTOR'S REPRESENTATIVE:**

- (i) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (ii) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

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

(iv) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

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

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

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

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

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

**10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque /Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

- 10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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

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

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

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

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

- 10.7** The Performance Security shall be denominated in the currency of the contract.

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

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

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

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

#Subject to credit in OIL's account within prescribed time

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

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

## **11.0 SIGNING OF CONTRACT:**

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

## **12.0 CLAIMS, TAXES & DUTIES:**

### **12.1 Claims:**

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

### **12.2 Notice of claims:**

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

### **12.3 Taxes:**

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by

OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

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

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

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

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

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

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

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

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

#### **12.4 Goods and Services Tax:**

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

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

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

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



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

- 12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.
- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## **12.5 Anti-profiteering clause**

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

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

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

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

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

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

**14.0 INSURANCE:**

**14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

**14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.

**14.3** 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.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to

provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Certificate of Insurance:**

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

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

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

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

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

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9** Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10** Waiver of subrogation:

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

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

**14.11** Deductible:

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

**14.12** Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972" Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13** Loss Payee Clause:

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

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

**14.14** On account payment to OIL in case of claim

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

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) Workman Compensation and/Employers' Liability Insurance: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) Commercial General Liability Insurance: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) Comprehensive General Automotive Liability: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) Carrier's Legal Liability Insurance: Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) Public Liability Act Policy: Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) Any other insurance policy set forth in the SCC

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

## **15.0 LIABILITY:**

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless

CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

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

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

- 20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of



action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

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

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

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

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt

of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

#### **24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

#### **25.0 RECORDS, REPORTS AND INSPECTION:**

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

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**26.1** Contractor shall not, without company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of company in connection therewith, to any person other than a person employed by contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from company. However, nothing hereinabove contained shall deprive the contractor of the right to use or disclose any information which is:

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

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

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

**26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1** Company shall pay to the contractor during the term of the contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. Other than the party on whom the contract has been awarded will not be entertained by oil under any circumstances.
- 27.3** Manner of payment: all payments due by company to contractor hereunder shall be made at contractor's designated bank. Bank charges, if any will be on account of the contractor.
- 27.4** Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which company questions.
- 27.5** Invoices: mobilization charges will be invoiced only upon completion of mobilization as certified by company representative and contractor is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by company.
- 27.6** Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 27.7** Contractor will submit 02 (two) sets of all invoices duly super scribed 'original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the contractor for foreign currency and indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by company.
- 27.9** Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the

due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.

- 27.10** The acceptance by contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by company accompanied by the following documents from the contractor:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

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

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

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

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

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.**

Wherever applicable, the contractor (including those engaging 'international workers') shall have itself registered under employees' provident fund and miscellaneous provisions act, 1952 and employees' state insurance act, 1948 and follow the relevant statutory provisions including rules made there-under concerning contractual workers.

The contractor shall be required to submit the following documents/details to the corporation:

- (i) Copy of pf-ecr duly stamped by the designated bank, alongwith a print of the digitally signed pdf data sheet of the ecr, as proof of payment, each month, details of this pdf data sheet shall be verified by the appropriate authority (i.e. Payment making authority) in the company from the official website of epfo (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of esi contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

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

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure' will stand suspended as provided herein. the term force majeure as employed herein shall mean acts of god such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the contractor's personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by contractor's fault; declared epidemic or disaster; acts and regulations of respective govt. of the two parties, namely the company and the contractor and civil commotions, lockout not attributable to the contractor.

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

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

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

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

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

#### **33.1 For non-completion of jobs assigned as per scope of work/terms of reference.**



- 33.2** Defective work not remedied by contractor.
- 34** Claims by company's recognized sub-contractor of contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
- 34.1** Failure of contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the contractor.
- 34.2** Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 34.3** Any failure by contractor to fully reimburse company under any of the indemnification provisions of this contract. if, during the progress of the work contractor shall allow any indebtedness to accrue for which contractor, under any circumstances in the opinion of company, may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness.
- 34.4** WITHHOLDING WILL ALSO BE EFFECTED ON ACCOUNT OF THE FOLLOWING:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Guwahati High

Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

### **35.0 LABOUR LAWS:**

- I) Contractor shall comply with the provisions of various labour related laws, including but not limited to the code of wages, 2019, employee provident fund and miscellaneous provisions act 1952, company's liability act 1938, employees' compensation act 1923, industrial disputes act 1947, the maternity benefit act 1961 and contract labour (regulation and abolition) act 1970, employment of children act 1938, employees' state insurance act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- II) No labour below the age of eighteen [18] years shall be employed on the work.

- III) Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- IV) Contractor shall at his expense comply with all labour laws and keep the company indemnified in respect thereof.
- V) Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- VI) If the contractor is covered under the contract labour (regulation and abolition) act, he shall obtain a license from licensing authority [i.e. office of the labour commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract. such fee/deposit shall be borne by the contractor.
- VII) Contractor must obtain the pf code from the concerned pf authority under employees provident fund and miscellaneous provisions act, 1952. Similarly, contractor must obtain ESI code under employees state insurance act.
- VIII) Contractor being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the payment of gratuity act, 1972 and accordingly, shall keep the company indemnified in respect thereof. if however, company requires to pay gratuity to such labour(s) as per the direction of the competent authority under the act, company shall recover such amount from the outstanding dues payable to the contractor under the contract or any other contract(s).
- IX) Contractor shall furnish to engineer in charge the distribution return of the number & description, by trades of the work people employed on the works. contractor shall also submit on the 4th & 19th of every month to engineer in charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act 1961 on rules made there under and the amount paid to them.
- X) Engineer in charge shall on a report having been made by an inspecting officer as defined in contract labour (regulation and abolition) act 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said regulations.
- XI) The contractor shall indemnify the company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-contractor.

### **36.0 STATUTORY REQUIREMENTS:**

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

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

**37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

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

**37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

**37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

### **38.0 POLLUTION AND CONTAMINATION:**

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

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

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

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

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

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

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

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

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

**39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

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

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

**40.0 SEVERABILITY:**

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

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

The information and documents furnished by the bidder/contractor in respect of the tender/contract are accepted by company to be true and genuine. however, if it comes to the notice of the company anytime either during the pendency of the tender or after award of the contract or after completion the contract that a bidder/contractor furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken

against the bidder/contractor for debarment/banning of the bidder/contractor from participating in any future tender of the company in terms of the company's banning policy, 2017 besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the bid security/performance security in respect of ongoing contract(s) shall be forfeited by the company.

#### **42.0 SETTLEMENT OF DISPUTES:**

##### **42.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. 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.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.



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

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. 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.

#### **42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

- a) 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) 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.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

#### **42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

#### **42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee (“OEC”) to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- e)
  - a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
  - f)
    - b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
    - c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
    - d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
    - e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

g)

#### **42.5 Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the

bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

#### **43.0 COMPLETION OF CONTRACT:**

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

#### **44.0 TERMINATION:**

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

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

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

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes

insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

**44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

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

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract up to the date of termination.

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

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

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

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

**45.0 TO DETERMINE THE CONTRACT:**

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

**46.0 WITHOUT DETERMINING THE CONTRACT:**

To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means, at the risk and cost of the contractor. the contractor and any of its sureties are liable to the company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the company.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per oil's banning policy dated 6th January, 2017 available in oil's website: [www.oil-india.com](http://www.oil-india.com). moreover, oil reserves the right to take legal or any other action on the basis of merit of the case.

#### **48.0 MISCELLANEOUS PROVISIONS:**

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

Contractor shall conform in all respects with the provisions of any statute, ordinance of law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and companies as aforesaid and shall keep company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

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

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

**(END OF SECTION-III)**