



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

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

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Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years

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S E C T I O N - I

F O R W A R D I N G L E T T E R

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under SINGLE STAGE TWO BID SYSTEM through its online e-procurement portal, from experienced and competent domestic bidders for **Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years.**

BIDDERS are requested to submit their most competitive bid well before the scheduled Bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

i.	Service Description	Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years
ii.	Tender No.	:CLI0417P19 Dated 05.02.2019
iii.	Type of Bid	: Single Stage Two Bid System
iv.	Tender Fee	Not applicable
v.	Bid Closing Date & Time	08.03.2019 (02.00 PM)
vi.	Bid Opening Date & Time	08.03.2019 (03.00 PM)
vii.	Bid to be submitted	Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

viii.	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
ix.	Bid Validity	: 120 days from scheduled bid closing date.
x.	Bid Security amount	<p>: Rs.30,000.00 (non-interest bearing)</p> <p>The Bid Security should be submitted in any of the following forms:</p> <ol style="list-style-type: none"> DD / Bank draft in favour of OIL INDIA LIMITED and payable at NOIDA. Bank Guarantee (in specified format) issued by Scheduled Bank. Bank Guarantee shall be valid for 150 days from scheduled bid closing date Alternately, Bid Security can also be paid through the online payment gateway against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/DD/ Bank draft, the original hard copy of Bid Security should reach office of Chief General Manager (Contracts & Purchase), OIL House, Plot No.19, Sec-16A, NOIDA by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Techno-Commercial Bid documents. No other mode of payment will be accepted by the Company. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. The Bid Security shall not earn any interest to the bidder from the Company. <p><u>Notes:</u></p> <ol style="list-style-type: none"> MSEs who are already registered with District Industry Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are eligible for exemption from payment of Bid Security (EMD) irrespective of their product category & capacity.

		<p>b) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.</p> <p>c) However, PRICE PREFERENCE policy for MSEs will not be applicable against this tender.</p>
xi.	Bid Security Validity	:150 days from scheduled bid closing date
xii.	Bid Opening Place	:OIL House, Plot No. 19, Sector-16A, NOIDA 201301, UTTAR PRADESH.
xiii.	Amount of Performance Security	:7.5% of total Contract value (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)
xiv	Duration of Contract	: 3 (three) years
xv	Bids to be addressed to	: Chief General Manager (Contracts & Purchase) OIL House, Plot No.19, Sec-16A, NOIDA-201301

1.1 **EXEMPTION OF BID SECURITY** :

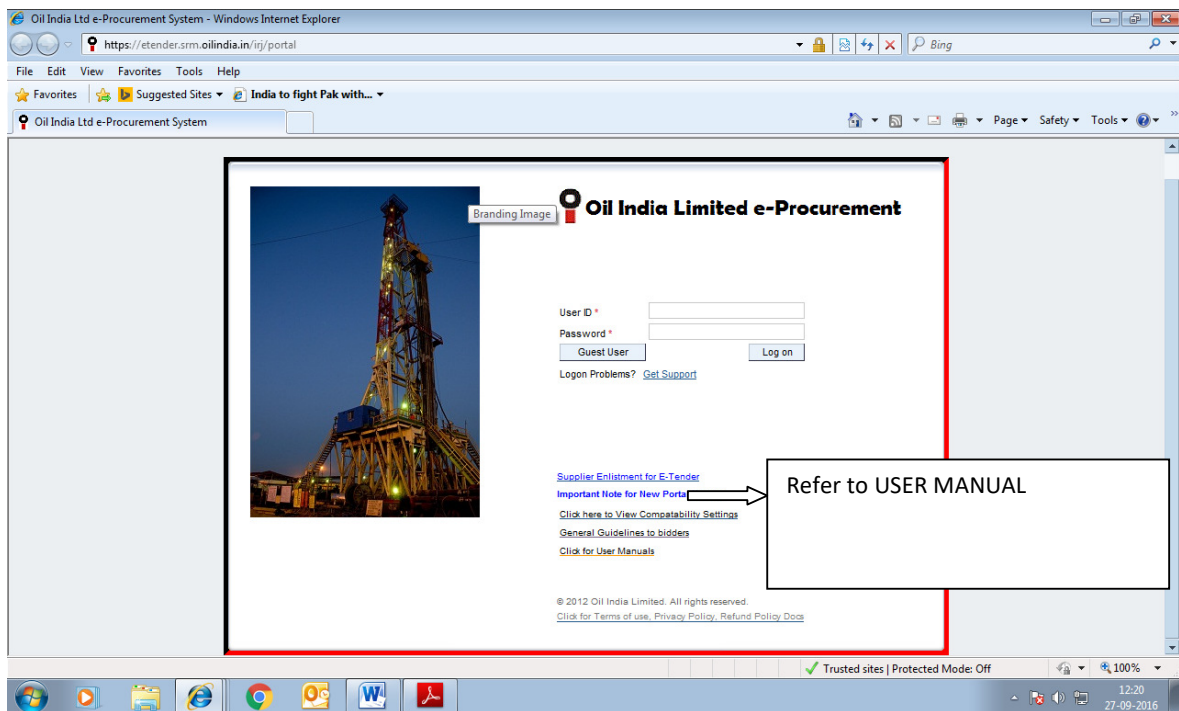
- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security.
- b) If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

1.2 All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.

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

3.0 This tender is invited under SINGLE STAGE TWO BID SYSTEM. The prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFx.

- 4.0 Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (Note: Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).
- 5.0 The details of IFB / Bid Documents can be viewed using “**Guest Login**” provided in the E-Procurement portal.
- 6.0 To participate in OIL’s e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. Bidders are advised to go through “User Manuals” provided in OIL’s E-Tender portal for bid submission procedure.
- 7.0 Bidders are requested to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL’s e – tenders. A screen shot of the OIL’s e-portal is given below for ready reference:



- 8.0 In order to participate against OIL’s E-Tenders, Bidders are advised in their own interest to kindly go through the following documents, in addition to others, available under “User Manuals” in the main login page of OIL’s E-Tender portal:

- a. **Guidelines to Bidders for participating in OIL.pdf**
- b. **NEW INSTRUCTIONS TO BIDDER FOR SUBMISSION.pdf**
- c. **NEW VENDOR MANUAL(EFF.12.4.17-1).pdf**

9.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager(C&P) in the presence of authorized representative of the bidders.

10.0 Interested bidders may contact the following person for any technical clarifications against the tender:

Dr. Kumudini Sharma, Deputy General Manager (CS)
OIL INDIA LIMITED
Plot No.19, Sec – 16A, Noida-201301, U.P.
Mobile No. - +91- 9873893590

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

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in.

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)

: 07.00AM – 11.00AM (on Saturday)

12.0 All addenda, Corrigenda, time extension etc. to the tender will be hosted on above website and e-portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

We now look forward to your valuable offer through OIL's e-portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Mrs. Anurag Gohain)
Chief Manager Materials
e-mail: Anurag_g@oilindia.in
For Chief General Manager (C & P)
For Chairman & Managing Director

END OF SECTION-I

S E C T I O N - I I

I N S T R U C T I O N T O B I D D E R S

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 Forwarding Letter (**SECTION-I**) 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 opening place
- vi) The amount of Bid Security
- vii) The amount of performance guarantee.
- viii) Contract Period.

b) Instructions to Bidders (**SECTION - II**)

c) General Terms and Conditions (**SECTION - III**)

d) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(**SECTION - IV**)

e) Scope of Services (**SECTION - V**)

f) Bidding Format (**SECTION - VI**)

g) Additional Technical Sheet (**ANNEXURE-A**)

h) Public procurement policy for MSEs (**ANNEXURE-I**)

i) General HSE Points (**ANNEXURE-II**)

j) Undertaking of authenticity of information/documents submitted (**ANNEXURE-III**)

k) Statement of Non-Compliance (**PROFORMA-I**)

l) Bid Security Form (**PORFORMA-II**)

m) The Performance Security Form (**PORFORMA- III**)

n) Sample Form of Agreement (**PROFORMA-IV**)

o) Certificate of Annual Turnover and Net worth (**PORFORMA-V**)

p) Technical Compliance Sheet (**ANNEXURE-VI**)

q) Commercial Checklist (**PROFORMA-VII**)

r) Letter of Authorisation for attending bid opening (**PROFORMA-VIII**)

s) Letter of Authority (**PROFORMA-IX**)

t) E- remittance Format (**PROFORMA-X**)

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 Addendum //Corrigendum.
- 3.2 The Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

B. PREPARATION OF BIDS

4.0 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 following components:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- i. Bid Documents duly filled up as indicated.
- ii. Complete technical details / specifications of the Services as per Tender Requirement
- iii. Documentary evidence in accordance with BEC / BRC
- iv. Documentary evidence in accordance with Additional Technical Qualification Sheet
- v. Statement of Non-Compliance, Additional Technical Qualification Sheet, Technical Compliance Sheet & Commercial Checklist
- vi. Undertaking of authenticity of information/documents submitted as per ANNEXURE-III
- vii. Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee and DD/ Bank Draft should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- 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

- ix. Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

- i The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “BIDDING FORMAT” (SECTION-VII) attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.
- ii Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

6.1 These are listed in Bid Evaluation Criteria / Bid Rejection Criteria of Section –IV

7.0 BID SECURITY:

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

7.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 8.7 below.

7.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the FORWARDING LETTER and shall be in any one of the following forms :

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

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

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

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

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

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

- b) Demand Draft, Banker’s Cheque drawn in favour of OIL INDIA LIMITED and payable at NOIDA.
- c) Online direct deposit of Bid security amount in OIL’s bank account through e-procurement portal in case of e-tender.

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

- 7.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 7.1 & 7.2, shall be rejected outright by the Company as non-responsive without any further reference.
- 7.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.
- 7.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.
- 7.6 The Bid Security shall be forfeited:
- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
 - (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
 - (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.
- 7.7 The scan copy of the original Bid Security in the form of bank guarantee / DD/ Bank Draft shall be uploaded by the bidder along with their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of Chief General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 14:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.
- 7.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's Banning policy.
- 7.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 7.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 7.11 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

- 7.12 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.
- 7.13 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.

7.14 EXEMPTION OF BID SECURITY: (Please Refer to Annexure-I for details)

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security provided they submit valid registration certificate issued by any of above body.

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for 120 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 (or by Fax or E-mail). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.

9.0 FORMAT AND SIGNING OF BID:

- 9.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 9.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 9.3 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.4 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.
- 9.5 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

C. SUBMISSION OF BIDS:

10.0: ONLINE SUBMISSION

- 10.1 This tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit their both the “TECHNICAL” and “PRICED” bids through electronic form in OIL’s e-

Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under “Technical Attachment” Tab only. **Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page. Details of prices as per Price Bid format /Priced bid to be uploaded under “Notes and Attachment” Tab. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-(Contracts & Purchase) on or before 14.00 Hrs (IST) on the bid closing date indicated in the Tender:

- i) The Original Bid Security in the form of BG/DD (not for exempted bidders)
- ii) Printed catalogue and literature if called for in the bid document.
- iii) Power of Attorney for signing of the bid digitally.
- iv) Any other document required to be submitted in original as per bid document requirement.

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

10.2 All the Bids must be digitally signed using “Class-3” digital signature (encryption enabled) certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- . In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

Very Important

10.3 Bidders are requested to state their compliance/ non-compliance to each clause other than BRC as per PROFORMA –I. This should be a part of the Technical bid.

10.4 Bids shall be typed or written in indelible ink. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (**as per PROFORMA-VIII**) for authorised signatory shall be accompanied by written Power of Attorney.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

12.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

12.2 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

12.3 No bid can be modified subsequent to the deadline for submission of bids.

12.4 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 as per OIL's Banning policy (available in OIL's website)

13.0 BID OPENING AND EVALUATION

13.1 Company will open the Bids 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.

13.2 On opening the 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.

13.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.

13.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 14.2.

13.5 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.

13.6 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 or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial

way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

- 13.7 The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 13.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 13.9 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.
- 13.10 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.

14.0 OPENING OF PRICE-BIDS

- 14.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price-bids opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.
- 14.2 The Company will examine the Priced-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.
- 14.3 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.

15.0 EVALUATION AND COMPARISON OF BIDS:

- 15.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (SECTION-IV) of the tender document. Priced Bids of the technically acceptable offers will be considered for commercial evaluation.

16.0 CONTACTING THE COMPANY:

- 16.1 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 13.5.
- 16.2 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

17.0 AWARD CRITERIA:

17.1 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.

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

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

19.0 NOTIFICATION OF AWARD:

19.1 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 fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

20.0 SIGNING OF CONTRACT:

20.1 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.

20.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

21.0 PERFORMANCE SECURITY:

21.1 The successful bidder shall furnish performance security for an amount mentioned in the FORWARDING LETTER. The Contractor shall furnish performance security within 15 (fifteen) days from the date of issue of LOA, in the form of Bank Guarantee (as per OIL's prescribed Format enclosed with Bid document as PROFORMA-III) issued from a Bank located in India.

21.2 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.

21.3 Failure of the successful bidder to comply with the requirements of Para 20.1 to 22.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's Banning policy dated 6th January, 2017 available in OIL's website www.oil-India.com.

22.0 SPECIFICATIONS:

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

(END OF SECTION – II)

SECTION-III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years.”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have Precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL's Corporate Office, Noida. The facility shall cover all spheres of OIL.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

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

- 2.1 The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.

2.2 The successful bidder shall commence the services **within 15 days from the date of issue of Letter of Award.**

2.3 Duration of this Contract is for a period of 3(three) years.

3.0 **CONTRACTOR'S PERSONNEL:**

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

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

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

4.0 **GENERAL OBLIGATIONS OF CONTRACTOR:**

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

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

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

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

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

5.0 **GENERAL OBLIGATIONS OF COMPANY:**

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

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

6.0 **PAYMENT TERMS:**

6.1 Payment will be made as per the terms laid out in Scope of Work and Special Terms & Conditions certified by OIL and on submission of invoice as given below:

6.2 No advance payment will be made against this contract.

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

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

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

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

7.0 **TAXES AND DUTIES:**

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

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

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

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

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

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

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

8.0 **GOODS AND SERVICES TAX**

8.1 **GENERAL REMARKS ON TAXES & DUTIES:**

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

- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 8.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

- 8.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 8.7.2 The bids will be evaluated based on total price including **GST**.
- 8.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 8.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 8.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 8.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 8.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 8.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the

difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

- 8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 8.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 8.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 8.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 8.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 8.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no.

12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

8.26 **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

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

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

8.27 **Anti-profiteering clause**

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

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

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For

materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

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

10.0 **STATUTORY OBLIGATIONS OF CONTRACTOR:**

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

10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law

of any local or other duly constituted authority in relation to the execution of the Work.

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

11.0 **SUBSEQUENTLY ENACTED LAWS:**

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

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

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

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

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

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

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

12.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY DEVELOPMENT OF FACILITY INCLUDING GO-LIVE / COMPLETION OF WORKS AND SERVICES:

- 12.1 If the delay in development of WEB ENABLED APPLICATION/PORTAL FOR RETIRED EMPLOYEES OF OIL INDIA LIMITED including go-live / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the Total Contract price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of completion of development of the WEB ENABLED APPLICATION/PORTAL FOR RETIRED EMPLOYEES OF OIL INDIA LIMITED including go-live defined in the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

13.0 WAIVERS AND AMENDMENTS:

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

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 14.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order

such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

- 14.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 14.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 14.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 14.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
 - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company

15.0 NOTICES:

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

<u>Company</u>	<u>Contractor</u>
a) For contractual matters Chief General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: amlanpaul@oilindia.in	
b) For matters relating to Scope of Work Chief General Manager (CS) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 E-mail: kumudani_sharma@oilindia.in	

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

16.0 HEADINGS:

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

17.0 ASSIGNMENT AND SUB-LETTING:

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

18.0 FORCE MAJEURE:

18.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of

God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment of the Party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the Party to the contract and which renders performance of the contract by the said Party impossible.

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

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

19.0 TERMINATION:

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

19.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

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

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

19.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or

assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

19.6 CONSEQUENCES OF TERMINATION:

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

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

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

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

20.0 APPLICABLE LAW:

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

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

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

21.0 LIABILITY:

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

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

21.9 **LIMITATION OF LIABILITY:**

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

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

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

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

22.0 **CONSEQUENTIAL DAMAGE:**

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

23.0 **WITH-HOLDING:**

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

a) For non-completion of jobs assigned as per Section-V.

b) Contractor's indebtedness arising out of execution of this contract.

c) Defective work not remedied by Contractor.

d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.

f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

g) Damage to another Contractor of Company.

h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.

i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

j) With-holding will also be effected on account of the following:

- i. Garnishee order issued by a Court of Law in India.
 - ii. Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
 - iv. Any payment due from Contractor in respect of unauthorised imports.
- 23.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- 23.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.
- 24.0 MISCELLANEOUS PROVISIONS:**
- 24.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 24.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 24.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 24.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.
- 25.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:**
- 25.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.
- 26.0 SET OFF:**
- Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

27.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 27.1 & 27.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

28.0 CHANGES:

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

28.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the contract rates. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 27.0 hereinabove. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

29.0 ROYALTY AND PATENTS:

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

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

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

(END OF SECTION-III)

S E C T I O N - I V

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

1.0 BID REJECTION CRITERIA (BRC):

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

1.2 TECHNICAL:

1.2.1 The Lead Partner/Proprietor/Individual, under whose supervision the Retainer Services shall be provided to OIL, should have minimum Post Qualification (Company Secretary) Experience of 10 years, out of which minimum 7 years should be in full time practice. The cut-off date for ascertaining experience will be Original Bid Closing date. (Attach CVs etc.).

1.2.2 The PCS / Firm should have conducted Secretarial Audit of at least one Listed CPSE having

i. Paid up Capital of Rs.100 crore or more in last seven years reckoning from the Original Bid Closing date

OR

Net worth of Rs.500 crore or more, in last seven years reckoning from the Original Bid Closing date

ii. Shareholders base of more than 50,000 shareholders as on 31.03.2018

1.2.3 The Bidder must indicate their additional technical credentials as per format prescribed in **Additional Technical Qualification sheet** (enclosed as Annexure-A)along with their Un-priced Techno-commercial Bid. In case bidders fail to submit the said Annexure— along with supporting documents, then minimum score shall be allotted against each parameter given in the Annexure-A.

Notes to BEC Clause 1.2.2 above:

A. For proof of work experience of similar work the following documents must be submitted along with the bid –

(i) Photocopy of contract document or work order documents showing details of work.

AND

(ii) Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.

(iii) Annual Reports of the clients etc.

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

1.3 The Bidder should have office in Delhi or NCR. (Attach Address Proof)

1.4 Company Secretary Firm should have minimum one active partner in full time practice or the PCS should have minimum one full time employee, who is a qualified Company Secretary. (Attach CVs etc.)

1.5 The Bidder should not have been associated with the company (OIL) during last 3 years (FY2015-16, 2016-17 & 2017-18) for providing services of similar nature. (Self Declaration by bidder)

1.6 FINANCIAL:

1.6.1 Annual Financial Turnover of the bidder during any of preceding three financial /accounting years from the original bid closing date should be at least Rs.1.5 lakh only.

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

Notes to BEC Clause 1.7 above:

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

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

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

II. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months 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 affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ has actually not been audited so far'.

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

1.7 COMMERCIAL:

1.7.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price. 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.

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

1.7.3 Bidders are required to quote their price /rate in accordance with Bidding Format otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

1.7.4 Bid security shall be furnished (except those exempted) as a part of the Un-priced Techno-Commercial Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the original date of Technical bid opening.

1.7.5 Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

1.7.6 The Bids and all uploaded documents must be digitally signed using Class 3 digital (encryption enabled) certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

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

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

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

- (i) - Performance Security Clause
- (ii) - Tax Liability Clause
- (iii) - Force Majeure Clause
- (iv) - Arbitration Clause
- (v) - Liquidated Damage Clause/ Penalty Clause
- (vi) - Termination Clause
- (vii) - Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

1.7.10 Bid received with validity shorter than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

2.0 **BID EVALUATION CRITERIA (BEC)**

Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. The bids conforming to the terms and conditions stipulated in the tender documents are considered to be responsive after being subjected to the Bid Rejection Criteria and will be considered for further evaluation as per the Bid Evaluation Criteria given below:-

2.1 The Bid Evaluation shall be based on Quality and Cost based Selection (QCBS) method with:

- 70% weightage to Technical Score (St) and
- 30% weightage to Financial Score (Sf).
- The Technical Score (St) will be the sum of scores awarded based on criteria mentioned in Annexure C.
- The Financial Score (Sf) shall be awarded as follows:
 - Proposal with the lowest Basic Price (L1) shall be given 100 Financial Score (Sf) points.
 - The Financial Scores of other proposals shall be computed as follows:
 $Sf = 100 \times Fm / F$
Where Fm = Basic Price quoted by the Lowest Bidder (L1) and F = Basic Price quoted by the respective Bidder
- Combined Total Score Evaluation – The total combined score shall be obtained by weighting the technical and financial scores and adding them i.e. Total Combined Score (CS) = $St \times (0.70) + Sf \times (0.30)$
- For example, if the total Technical Score is 80, Financial Score is 90, then the Total Combined Score (S) works out to
- $CS = 80 \times 0.70 + 90 \times 0.30 = 83$
- Scores will be calculated up to two decimal points only.

2.2 OIL shall evaluate technical bids based on parameters as detailed in Additional Technical Qualification Sheet (enclosed as Annexure-A). The technical team of OIL would rate all the offers as per score earmarked against each parameter given in Annexure-A.

2.3 The successful Bidder shall be the Bidder scoring highest Total Combined Score (CS). In the event two or more bidders having same score in the Total Combined Score (CS), the Bidder with higher/ highest Technical Score shall be treated as successful Bidder. In the event two or more bidder having same score in the final ranking and with same technical score then the successful bidder shall be determined through Draw of Lots between such eligible bidders.

- 2.4 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to the Bidder scoring highest Total Combined Score (CS). 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.
- 2.5 If there is any discrepancy between the unit price and the total price in the bidding format, 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.
- 2.6 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 2.7 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.

3.0 **GENERAL:**

- 3.1 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.
- 3.2 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 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 original submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4 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.
- 3.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 3.6 As the evaluation of the price is based on Combined score of both Quality & Quoted Prices, purchase preference policies (like Policy for MSE) shall not be applicable.

(END OF SECTION-IV)

SECTION-V

SCOPE OF WORK

The Bidder shall provide following services:

- a) Preparation, certification and submission of all forms/information/returns with ROC/ MCA.
- b) Assistance in filing reports /information to the Stock Exchanges / SEBI with respect to OIL.
- c) Certification under SEBI Regulations/Guidelines/Companies Act 2013.
- d) Conversion of Annual Accounts into XBRL format , and certification and filing of prescribed form as per the Companies Act 2013
- e) Quarterly audit of Secretarial compliances of the Company and submission of report thereof
- f) Sending compliance check list routine or event based at least 15 days before they are due.
(Reminders through SMS / registered email)
- g) Provide opinion / advise as and when required(Routine matter)
- h) Provide assistant for a specific number of days when volume of work increases phenomenally (e.g Annual Reports, AGM, Issue of shares, disinvestment, buyback, bonus etc.). The assistant shall be expected to attend to office of OIL and assist Company Secretary for 5 working days in a month. The working day unutilized in a month will be added back to the cumulative balance (in a year number of working days assistant is expected to work would be $5 \times 12 = 60$ days). The assistant would be atleast executive passed students of ICSI.
- i) The bidder shall nominate a Nodal Officer for being the single point of contact for OIL and solely responsible for providing deliverables, services, support etc. The Nodal Officer should be Associate member with 5 years' experience.
- j) The Bidder must submit the Technical Compliance Sheet and additional Technical Qualification Sheet with its Technical Bid

(END OF SECTION-V)

SECTION-VI

BIDDING FORMAT (PRICE BID)

The bidders are required to quote their Service Charge through the OIL'S E-TENDER PORTAL in the following Format:

<u>S.No</u>	<u>Description</u>	<u>Unit</u>	<u>Basic Cost</u>	<u>GST</u>	<u>GST</u>	<u>GST</u>	<u>Total</u>
		<u>A</u>	<u>(In Rs)</u>	<u>HSN</u>	<u>%</u>	<u>In Rs)</u>	<u>E=B+D</u>
			<u>B</u>	<u>Code</u>	<u>(C)</u>	<u>D=B*C</u>	
	Overall Cost of the work as per the Scope within defined timeline and conditions specified in the tender	Lump sum					
	GRAND TOTAL (in Rs.)						

GRAND TOTAL in words (Rupees.....) only

NOTES:

- a) Bidders are required to quote their price /rate in accordance with the above Bidding Format otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.
- b) BIDDING FORMAT must be attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.
- c) Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties.

Bidders Name:

(END OF SECTION – VI)

ADDITIONAL TECHNICAL QUALIFICATION SHEET

S. No	Particulars	Details to be filled by Bidder	Maximum Score	Supporting Documents / Page Nos
1.	<p>Company Secretaries (Firm):</p> <p>Whether Partnership/Proprietorship/LLP</p> <p>1 Year of Commencement of Practice as PCS/ Firm</p> <p>2. Certificate of Practice Number / Registration Number</p> <p>(1% for each additional year; Minimum-5%; Maximum- 25%)</p> <p>Copy of Certificate of Practice or Certificate from ICSI regarding date of commencement of practice as CS; and / or Copy of approval letter from ICSI in respect of firm Name. Details of Headquarter and Branch office(s)</p> <p>Address</p> <p>Telephone Nos.</p> <p>Fax No.</p> <p>Email:</p> <p>Website(attach separate sheet, if required)</p>		25	
2.	<p>Post Qualification Experience of Lead Partner/Proprietor/ Individual including Service/ Practice under whose supervision the services to OIL will be rendered.</p> <p>Name(s) of the lead partner and the Contact details</p> <p>Total post Qualification Experience (min.10 years), Experience in practice (min. 7 years)</p> <p>(1% for each additional year; Minimum- 5%; Maximum- 15%)</p>		15	

3.	<p>Number of Secretarial Audit Conducted in last 3 years Attach Separate Sheet ,If required (format) (1% for each additional company with paid up capital of at least Rs.100 crores or Rs 500 crore net-worth, 2% for each additional listed company with paid up capital of at least Rs.100 crores or Rs 500 crore net-worth, 3% for each listed PSU company with paid up capital of at least Rs.100 crores or Rs 500 crore net-worth; Minimum- 5%; Maximum- 25%)</p>		25	
4.	<p>-Number of active Partners/ Qualified CS employees in/ with the Firm/PCS having experience of 5 years or more(-Number of active Partners/ Qualified CS employees in/ with the Firm/PCS having experience of less than 5 years. -Number of Semi-Qualified CS/ trainees working in with the Firm/PCS. 1% for each semi-qualified employee/trainees-executive passed, 2% for each additional qualified employee partner less than 5 year experience, 3% for each additional qualified employee/partner 5 year experience or more; Minimum- 5%; Maximum- 20%)</p>		20	
5.	<p>Average Annual Turnover of PCS (Atleast Rs.1.5 Lakhs)/ Firm based on average of last three FYs (from practice) (1% for each additional 1 lakh turnover above Rs 1.5 lakhs; Minimum- 5%; Maximum- 15%)</p>		15	
6.	<p>Any other relevant information/ supporting documents.</p>		0	

(NOTE : Attach Documentary evidence in support of all above)

Format for filing details about the Secretarial Audit:

S.NO	Name of the Company	Paid up capital	Networth	Listed /unlisted	Whether CPSE or not

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

Government of India, vide Gazette of India no.503 dated 26.03.2012 introduced the Public Procurement Policy with effect from 01.04.2012 advising all Central Ministries/Departments/CPSUs to procure minimum 20% of their annual procurement value of goods & services from Micro & Small Enterprises (MSEs) for promotion and development of Micro and Small Enterprises. While provisioning the following three benefits under PPP against procurement from Micro & Small Enterprises, Govt. of India had earmarked a sub-target of 20% (i.e. 4% out of 20%) for procurement from MSEs owned by SC/ST Entrepreneurs.

- i. Exemption of Tender fee
- ii. Exemption of Bid Security / EMD
- iii. Purchase Preference to MSEs: In any tendering process, participating MSEs quoting price within the price band of L1 +15 % shall be allowed to supply at least 20 % of total tender requirement, subject to matching their prices with L1 price of the bidder who is other than MSE.

Subsequently, the Ministry of MSME vide amendment dated 09.11.2018 notified that throughout the PPP for MSEs order, 2012, for the figures and word “20 percent”, wherever they occur, the figures and words “25 percent” shall be substituted. Moreover, in addition to sub-target earmarked for procurement from MSEs owned by SC/ST entrepreneurs, another 3% from within the 25% target has been earmarked for procurement from MSEs owned by women entrepreneurs.

In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i. Exemption of Tender Fee & Bid Security/EMD for MSE Vendors irrespective of their product category & capacity, subject to submission of valid MSME registration certificate issued by appropriate authority.
- ii. To extend Purchase Preference of 15% (fifteen percent) to the eligible MSE Bidder (**i.e. Manufacturer of tendered good for procurement and service provider who is capable of rendering the tendered services by themselves**) over non-MSE L1 Bidder and award PO/ Contract for full tender quantity on such MSE bidder, subject to matching their quoted rates/ cost with non-MSE L1 bidder.
- iii. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- iv. The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, proprietor(s) shall be SC/ST

- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- v. Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry Centres 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.
 - b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, if the bidders do not submit the valid registration certificate issued by appropriate authorities along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate,

how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. 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.
11. 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.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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 Chief General Manager
Contracts & Purchase Deptt.
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)

STATEMENT OF NON-COMPLIANCE

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

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

(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.

FORM OF BID SECURITY (BANK GUARANTEE)

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

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2016.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

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

Date:

Signature of issuing authority of Bank with
designation seal and seal of the bank.

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____ dated
_____ 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 by a recognized bank for the sum specified therein as security for
compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW
HEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the
Contractor, up to a total of (Amount of Guarantee) * _____ (in
words) _____ such sum being payable in the types
and proportions of currencies in which the Contract Price is payable, and we undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums within the limits of
the 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 modifications of the terms of the contract or
of the work to be performed there-under or of any of the contract documents which may be made
between you and Contractor shall in any way release us from any liability under this guarantee, and
we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (-----)

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank
Address
Date

*An amount is to be inserted by the Guarantor, representing the percentage of the Contract price
specified in the forwarding letter, and denominated either in the currency of the Contract or in a
freely convertible currency acceptable to the Company.

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

SAMPLE FORM OF CONTRACT

THIS AGREEMENT is made on the day of..... 2019, 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.

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

TECHNICAL COMPLIANCE SHEET

Sl. No.	Eligibility criteria	Compliance Y/N	Support document (description)
	The Lead Partner / Proprietor / Individual, under whose supervision the Retainer Services shall be provided to OIL, should have minimum Post Qualification (Company Secretary) Experience of 10 years, out of which minimum 7 years should be in full time practice. The cut-off date for ascertaining experience will be Original Bid Closing date. (Attach CVs etc.)		
	The PCS/ Firm should have conducted Secretarial Audit of at least one Listed CPSE in last seven years reckoning from the Original Bid Closing date having i. Paid up Capital of Rs.100 crore or more or Net worth of Rs.500 crore or more, in last seven years reckoning from the Original Bid Closing date ii. Shareholders base of more than 50,000 shareholders as on 31.03.2018 (Attach Copies of Work orders/ contracts along with Annual Reports of the clients etc.)		
	Bidder should be based in Delhi & NCR (Attach address proof)		
	Company Secretary Firm should have minimum one active partner in full time practice or the PCS should have minimum one full time employee, who is a qualified Company Secretary (attach CV)		
	The networth of the PCs/Firm should be positive (Attach audited financial statements/ CA certificate etc.)		

Sl. No.	Eligibility criteria	Compliance Y/N	Support document (description)
	The PCS/ Firm should have a minimum Average Annual Turnover of Rs.1.5 Lakh from practice, during the last three financial years of 2015-16, 2016-2017 and 2017-18 (Attach copy of audited financial statements/ ITRs/ CA certificate etc.)		
	The Bidder should not have been associated with the company during last 3 years (FY 2015-16, 2016-17 & 2017-18) for providing services of similar nature. (Self Declaration)		

Note: Bidders should submit Technical compliance sheet duly filled up as indicated above, along with their technical bid

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 exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, and Bid Security submitted in the form of Bank Guarantee (BG)/DD, whether ORIGINAL bid security has been Sent separately? If YES, provide following details:	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security in the form of BG:	
4.0	For MSE Units whether a valid copy of relevant MSE Certificate issued by appropriate authority is submitted with Technical bid	Yes/ No
5.0	Whether quoted offer validity of 120 days from the date of closing of tender?	Yes/ No
6.0	Whether all BRC/BEC clauses accepted?	Yes/ No
7.0	Whether prices submitted as per Bidding format?	Yes/ No
7.1	Whether Bidding format uploaded under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal?	Yes/ No
8.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
9.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
10.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
11.0	Whether Integrity Pact Proforma uploaded with technical bid ?	Yes/No
12.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
12.1	Whether quoted any deviation?	Yes/ No
12.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

Sub: OIL's TENDER No. CLI0417P19

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.CLI0417P19 Dt.05.02.2019 for **Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No.CLI0417P19

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. **CLI0417P19** for Hiring services of Practicing Company Secretary to act as a Retainer for a period of three(3) years for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal