



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्यम)  
**Oil India Limited**  
(A Government of India Enterprise)

**Contract & Purchase Department  
(Rajasthan Field)**

2A, District Shopping Centre, Saraswati Nagar,  
Basni, Jodhpur-342005, Rajasthan, India.  
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**GAR NO. GEM/GARPTS/25012021/HS2152CVJERZ DT. 25.01.2021**

**Sub: TENDER No.CJI-6101-P21 for Construction of various Drilling Locations including preparation of Plinths, campsites, Foundations and other miscellaneous civil works in and around Baghewala, Dandewala and Siyasar Areas of Jaisalmer, Bikaner and nearby Districts, Rajasthan (Primary area - around SIYASAR & SOUTH BAGHEWALA OALP blocks, Year 2021-23).**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier OIL Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities.

2.0 View above, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement site for **Construction of various Drilling Locations including preparation of Plinths, campsites, Foundations and other miscellaneous civil works in and around Baghewala, Dandewala and Siyasar Areas of Jaisalmer, Bikaner and nearby Districts, Rajasthan (Primary area - around SIYASAR & SOUTH BAGHEWALA OALP blocks, Year 2021-23)** for a period of two (02) years. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>CJI-6101-P21</b>
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	<b>16.02.2021 at 11-00 hrs (IST)</b>
c. Bid(Technical) Opening Date & Time	<b>16.02.2021 at 15-00 hrs (IST)</b>
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s E-Procurement portal
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.

h. Bid Security Amount	NIL
i. Bid Security Validity	NIL
j. Amount and Validity of Performance Security.	Performance security @3% of annualized contract value is applicable.
k. Duration of the Contract.	Twenty Four (24) months from the date of commencement of contract with early termination clause.
l. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
m. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India

3.0 **Pre-Bid Conference:** Not applicable.

4.0 **Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who signs the Bid.

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

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

5.3 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.

5.4 MSE Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers 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 exempted from submission of Bid Security undertaking irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 Bids without Bid security undertaking shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to

furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact Mr. P. Barman, Manager (ERP-MM) at erp\_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

## 6.0 **QUERIES/CLARIFICATIONS ON THE TENDER: NOT APPLICABLE**

### 7.0 **IMPORTANT NOTES:**

7.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Tender docuemnts-CJI6101P21" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):
  - a) Printed catalogue and Literature, if called for in the tender.
  - b) Power of Attorney for signing the bid.
  - c) Any other document required to be submitted in original as per tender requirement.

**The above documents must be received at OIL's GM- (C&P)'s office at Jodhpur on or before 11.00 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.**

ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded 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 can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not**

**complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**

8.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website [www.oilindia.com](http://www.oilindia.com). The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

9.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

10.0 Please refer "VENDOR USER MANUAL Rev2" document available on OIL's e-tender portal for help on system settings and procedure to upload technical and price bids.

11.0 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.

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

13.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this

regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.

14.0 OIL now looks forward to your active participation in the tender.

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**

**(Bhavik Mody)**

**Sr. Manager (C&P)**

**For GM (C&P)**

**For Executive Director (RF)**

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## PART - 1

### INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.1 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- (a) Tender Forwarding Letter
  - (b) Instructions to Bidders, (Part-1)
  - (c) Bid Evaluation Criteria, (Part-2)
  - (d) General Conditions of Contract, (Part-3, Section-I)
  - (e) Scope of Work/ Special Conditions of Contract (Part-3, Section-II)
  - (f) Price Bid Format, (Proforma-B)
  - (g) Bid Form, (Proforma-C)
  - (h) Statement of Compliance, (Proforma-D)
  - (i) Performance Security Form, (Proforma-F)
  - (j) Agreement Form, (Proforma-G)
  - (k) Proforma of Letter of Authority, (Proforma-H)
  - (l) Authorisation for Attending Bid Opening, (Proforma-I)
  - (m) Integrity Pact, (Annexure-A1)
  - (n) Format for Certificate of Annual turnover & Net Worth (Annexure – VI)
  - (o) General HSE Points (Appendix-A)
  - (p) Procedure for obtaining labour license (Appendix-B)
  - (q) Provisions for Purchase Preference Policy (linked with Local Content) (PP-LC) (Annexure-X)
  - (r) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.
  - (s) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
  - (t) Bid Security Declaration Form, (Proforma-S)
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 **TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 **AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders are to check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 **PREPARATION OF BIDS**

- 5.1 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 **BIDDER'S/AGENT'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 5.3 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

**(A) TECHNICAL BID**

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security Declaration.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D

- (vi) Copy of Priced Bid **without** indicating prices (Proforma-B)
- (vii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (viii) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

**(B) PRICED BID**

- (i) Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
  - (1) Price-Bid Format as per Proforma-B
  - (2) Bid Form as per Proforma-C
- (ii) The Priced Bid shall contain the prices and any other commercial information pertaining to the service offered. Currency of quote shall be INR only.
- (iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven (07) days from the date of Price-Bid opening of the e-tender.

6.0 **BID FORM:** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

7.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For



example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

- 8.0 **CURRENCY OF BID AND PAYMENT:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.
- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.
- 10.0 **BID SECURITY:** No bid security/EMD shall be applicable against this tender. Instead of bid security/EMD, all the bidders are required to sign a Bid Security Declaration (Proforma-S) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or submit the performance security before the deadline defined in the NIT, they will be suspended for a period of two years.
- 10.1 This suspension of two years shall be automatic without conducting any enquiry.
- 11.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**
- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:
- i. Udyam Registration Number ( URN) with Udyam Registration Certificate(URC)
  - OR
  - ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME
- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.
- 12.0 **PERIOD OF VALIDITY OF BIDS:**
- 12.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request without any penal action from OIL. A Bidder granting the request will neither be required nor permitted to modify their Bid.

### 13.0 **SIGNING OF BID:**

13.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

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

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

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

### 14.0 **SUBMISSION OF BIDS**

14.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "**HELP DOCUMENTATION**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The

Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer “INSTRUCTIONS” documents. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the “IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder’s name” and should be submitted to GM (C&P), Oil India Ltd., Rajasthan Project, 2A-District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

- i) Power of Attorney for signing of the bid digitally
- ii) Any other document required to be submitted in original as per bid document requirement.
- iii) Printed catalogue and literature if called for in the bid document.

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

- 14.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma-D and the same should be uploaded along with the Technical Bid.
- 14.3 Timely delivery of the documents in physical form as stated in Para 14.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 14.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 15.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.
- 16.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.
- 16.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form as stated in Para 14.1 must be received by Company at the address mentioned above on or before 11.00 Hrs (IST) on the scheduled Bid Closing Date. Timely delivery of the same is the responsibility of the Bidders.

- 17.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 18.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result debarment of bidder for a period of two (02) years automatically without conducting any enquiry.
- 19.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 20.0 **BID OPENING AND EVALUATION:**
- 20.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 20.3 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 20.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to

lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 21.0 **OPENING OF PRICED BIDS:**
- 21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 22.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 23.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

- 23.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 23.2 Post bid or conditional discounts/rebates offered by any Bidder shall not be considered for evaluation of bids. However, if the lowest Bidder happens to be the final acceptable Bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 23.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 23.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 23.5 **REPATRIATION OF RUPEE COST:** Not Applicable.
- 24.0 **CONTACTING THE COMPANY:**
- 24.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 20.6.
- 24.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **AWARD OF CONTRACT**

- 25.0 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 26.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.
- 27.0 **NOTIFICATION OF AWARD:**
- 27.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause below.
- 28.0 **PERFORMANCE SECURITY:** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to

COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee from Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

- 28.1 Performance security @3% of total contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 28.2 The Performance Bank Guarantee (as per Proforma-F) shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.3 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.
  - Branch Code.
  - Code Nos. of the authorized signatory with full name and designation.
  - Phone Nos., Fax Nos., E-mail address.
- 28.4 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 28.5 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

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

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

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".

- 28.6 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:

**Bank Name & Location : State Bank of India, Jodhpur**

**Account No. : 00000010827354741**

**IFSC Code : SBIN0000659**

**Account Type : Current Account**

- 28.7 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 28.8 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 28.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.
- 28.10 In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.
- 29.0 **SIGNING OF CONTRACT:**
- 29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 29.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period of two (02) years automatically without conducting any enquiry.
- 30.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy. Bidder to submit an undertaking as per Annexure-XI confirming submission of authentic information/documents in their bid.
- 31.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.



32.0 **MOBILISATION ADVANCE PAYMENT:** Not Applicable.

33.0 **INTEGRITY PACT:**

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

33.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Shri Sutanu Behuria, IAS(Retd.);  
E-mail: sutanu2911@gmail.com
2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-mail: rudhra.gangadharan@gmail.com
3. Shri Om Prakash Singh, IPS (Retd.);  
E-mail: ops2020@rediffmail.com

34.0 **LOCAL CONDITIONS:** It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

35.0 **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.

36.0 **CUSTOMS DUTY:** Not Applicable.

- 37.0 **PURCHASE PREFERENCE:** Purchase Preference to MSME will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 38.0 **PURCHASE PREFERENCE ON LOCAL CONTENT:** Purchase preference policy-linked with Local Content (PP - LC) notified vide notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure-X** and shall have to submit all undertakings / documents applicable for this policy.
- 39.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.
- 40.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 41.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 42.0 Reference is invited to the office memorandum F.No. 6/18/2019-PPD dated 23rd July,2020 (order - public Procurement no.1) and clarification to order procurement no. 1 vide order (Public Procurement no. 3) dated 24th July'2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, where Govt. of India restricts public procurement from a country which shares a land border with India. Bidders are advised to refer to this memorandum and submit their bids in compliance to the same. **Bidders must also submit an undertaking as per Appendix-C on their Company letterhead along with their technical bid.**

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**END OF PART - 1**

## PART - 2

### **BID EVALUATION CRITERIA (BEC)**

#### **A. BID REJECTION CRITERIA (BRC):**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

##### **1.0 Technical Criteria:**

- 1.1 Any offer which does not include all the jobs/services mentioned in the Scope of work will be considered as incomplete and rejected.
- 1.2 The Bidder should have experience and expertise in civil Engineering construction related jobs in the scope of work in any Govt. Organization /Public Limited/Private Company. During last 7 (seven) years calculated up to the original bid closing date, the bidder should have experience of successfully completing at least one similar work costing not less than **INR 175 Lakhs**. The party should furnish necessary documentary evidence in the form experience certificate issued by the organization to whom such service has been rendered or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

**Note:** 1) **'Similar Works'** means any works having predominant Civil Engineering jobs in private sector limited company, Public sector, State Government or Central Government. The party should upload soft copy of the documentary evidences in the form of **'Experience Certificate'** issued by the employer. The certificate should contain at least the following information:

- i. Tender/Contract/Work Order Number
- ii. Description of the job
- iii. Work Period / Completion date
- iv. Net Final Value of contract

Soft copies (\*.pdf / \*.jpg / \*.png) should be directly scanned from the Original Documents in Colour, with at least 200dpi resolution. Documents scanned from photocopy/Xeroxed documents or poorly visible texts or inadequate data may lead to straight rejection of the bid. Notwithstanding above, the bidder may be asked to produce the original documents for verification”.

2) If the bidder is executing similar (carrying out Civil Engineering/Construction related jobs with PSUs / Central Govt. /State Govt. Organization) service contract which is still running and the contract value/quantity executed prior to due date of bid submission is equal to or more than **INR 175 Lakhs**, such experience will also be taken in to consideration, provided that bidder has submitted satisfactory service execution certificate issued by the user.

## 2.0 **Financial Criteria:**

- 2.1 Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **INR 87.5 Lakh.**
- 2.2 Net worth of bidder must be positive for preceding financial/ accounting year.
- 2.3 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 preceding financial year (as the case may be) has actually not been audited so far.*

### Notes:

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

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

OR

ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

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

## 3.0 **Commercial Criteria:**

3.1 Bids shall be submitted under single stage two Bid systems i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the "Technical Attachments" under Rfx Information only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFX Response otherwise bid will be rejected.

3.2 Prices/Rates should be quoted in Indian Rupees and must be as per PRICE BID FORMAT uploaded under Notes and Attachment Tab. The rates quoted and uploaded in the "PRICE BID FORMAT" under Notes and Attachment Tab will only be considered.

3.3 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

3.4 No bid security/EMD shall be applicable till 31.12.2021. Instead of bid security/EMD, all the bidders are required to sign a Bid Security Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or submit the performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

3.5 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will not be considered.

3.6 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT, otherwise the Bid will be rejected. The Bid in which the rates for any part of the service/work are not quoted in Section A shall be rejected. However, if no charge is involved for any of the service/item, 'NIL' should be mentioned against such part of service for Section A. If bidder has not quoted in Section B then it shall be considered as at par for Section B.

3.7 Bids received by Company after the bid closing date and time will be rejected.

3.8 User ID and Password are not transferable. Offers made by bidders who have not been issued/ permitted to download the bid document by the Company will be rejected.

3.9 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

3.11 Conditional offers will be rejected.

3.12 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.

- Performance Security Clause
- Tax Liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause
- GST clause
- Integrity pact clause

3.13 Integrity pact: OIL shall be entering into an Integrity Pact with the bidder as per format enclosed annexure of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. All

pages of the Integrity Pact to be signed by the bidder's authorized signatory who sign the bid.

#### **4.0 General:**

4.1 Proforma-D: The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BEC.

4.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

4.3 If any of the clauses in the BEC contradicts with other clauses of bidding document elsewhere, then the clauses in the BEC shall prevail.

4.4 The original bid closing date shall be considered by OIL for evaluation of BEC/BRC Criteria even in case of any extension of the original bid closing date.

#### **B. BID EVALUATION CRITERIA (BEC):**

1.0 The evaluation of bids shall be done as per the Price Bid Format (SUMMARY) provided in the Tender / e-tender portal. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 To ascertain the inter-se-ranking, bid prices shall be converted into Indian Rupees and the comparison of responsive bids shall be made strictly as per online Price bid format, subject to corrections / adjustments, if any.

4.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Local Tender. However, if any of the Clauses of the Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the General Terms & Conditions of Local Tender of the tender and/or elsewhere, those mentioned in this BEC shall prevail.

#### **Note:**

- a) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria.
- b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- c) For the above purpose, supplementary reinforcing documents submitted by the bidder in response to specific query after bids are opened, may have later date after bid opening date provided that such the certification/letter contents are only historical/confirmatory in nature.

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**END OF PART – 2**

## PART-3

### SECTION-I

#### GENERAL CONDITIONS OF CONTRACT

#### 1.0 APPLICABILITY, DEFINITION & INTERPRETATION

##### 1.1 Applicability

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

##### 1.2 Definition & Interpretation

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

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

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

##### 1.2.2 CONTRACTOR:

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

##### 1.2.3 Contract:

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

##### 1.2.4 Site:

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

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

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

##### 1.2.6 Sub-Contract:

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

1.2.7 **Sub-Contractor:**

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

1.2.8 **Contractor's Representative:**

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

1.2.9 **Contract Price/Value:**

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

1.2.10 **Firm price:**

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

1.2.11 **Service/Works/Operations:**

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

1.2.12 **Equipment/Materials/Goods:**

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

1.2.13 **Drawings:**

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

1.2.14 **Specifications:**

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

1.2.15 **Engineer In-charge (EIC):**

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



**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

**1.2.27 Willful Misconduct:**

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

**1.2.28 Gross Negligence:**

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

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

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

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

impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

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

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

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:**

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

**4.2 Date of Commencement of Operation:**

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

**4.3 Duration of the contract:**

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

**5.0 SCOPE OF WORK/CONTRACT:**

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

5.1 The Company reserves the right to cancel this Agreement at any time upon full payment of work done and the value of the materials collected by the Contractor for permanent incorporation in the work under this Agreement. The valuation of the work done and the materials collected shall be estimated by the Company's Engineer in presence of the Contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.

**6.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Jodhpur and Principal Bench of Jodhpur High Court.

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

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

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

- a) The Mines Act 1952-as applicable to safety and employment conditions .
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 2017.
- 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 thereunder.
- 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) The Rajasthan Tax Act
- l) The Goods and Service Tax Act,2017.
- m) Customs Act & Rules
- n) Rajasthan Entry Tax Act
- o)Environment Protection Act
- p)Public Liability Act.
- q)Income tax Act.
- r)Insurance Act.

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

- 7.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.
- 8.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 9.0 Work Completion Time : The Contractor must commence the work within 7 days of issue of individual Work Order and the work should be completed within the time period mentioned in the work order. Non-compliance of this time schedule will call for imposition of Liquidated Damages.
- 10.0 **VALIDITY OF THE AGREEMENT:** The Agreement shall remain valid for a period of 2 (two) years from the date of commencement of works as mentioned in first Work Order or completion of works whichever is later.
- 11.0 **SCHEDULE OF RATES :** Payment to the Contractor will be made against work

completed by them at the rates entered in the Schedule of Rates, hereof.

- 11.1 Liquidated Damages : Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½ % (half percent) per week or part thereof shall be levied on the individual order value, or on delayed portion of the works provided by the delay was not critical for utilization of finished portion. The company's assessment on the estimated order value, delayed portion and its criticality shall be final and binding. Levy of Liquidated Damages is subject to a maximum 7.1/2% (seven & half percent) of the total contract value, which may be either deducted from the bills or invoke performance guarantee as decided by the company.
- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 Payment Terms : Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 14.0 The Contractor employing 20 (twenty) or more workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 15.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 16.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 17.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 2017. The Company's representative shall not allow/accept those who are not provided with the same.
- 18.0 **LIABILITY:**
- 18.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

18.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

**19.0 FORCE MAJEURE:**

19.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) 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.

19.2 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.

**20.0 TERMINATION:**

20.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION) : The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).

20.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE : Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 19.0.

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

20.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and / or obligations under the 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 the Contract.

- 20.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 20.7 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- 20.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 20.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 20.1 to 20.6 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, personnel charges and other charges as per the Contract up to the date of termination.
- 20.10 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.
- 21.0 **SETTLEMENT OF DISPUTES:**
- 21.1 **Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):**
1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
  2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
  3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto INR 25.00 Lakh	Not applicable	Not applicable
Above INR 25.00 Lakh Upto INR 25 Crore	Sole Arbitrator	OIL
Above INR 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5.

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

6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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



11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

**21.4 Resolution of disputes through conciliation by OEC**

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from

the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### 21.5 **Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

22.0 **INSURANCE** : The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

#### 23.0 **TAX LIABILITIES**

##### TAXES:

- 23.1 Tax levied 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.
- 23.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.
- 23.3 All local taxes, levies and duties etc. except GST on purchases and sales made by

contractor shall be borne by the contractor.

23.4 GST Clause: The quoted prices shall be exclusive of GST and 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 the provisions of GST Act. Please refer to Annexure-GST, while submitting your offer in GST regime.

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

24.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, 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.

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

24.3 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. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

25.0 **CHANGES:**

25.1 During the performance of the work, Company may make a change in the work mutually agreed 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 (Change Order) by the Company.

25.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment (Contract Price schedule). 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 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

26.0 **SUB CONTRACTING:** Contractor shall not subcontract or assign, in whole or in

part, its obligations to perform under this contract, except with Company's prior written consent. The company is in no way duty bound in allowing such a request nor does it hold any responsibility for any time loss on such account.

27.0 **MISCELLANEOUS PROVISIONS:**

27.1 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.

27.2 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.

27.3 During the tenure of the Contract, Contractor shall keep the facility and resources allocated for the services free from other work obligations of the Contractor not under the preview of this Contract.

27.4 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.

28.0 **WAIVER & AMENDMENTS:** 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.

29.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

30.0 **Provident Fund:** The Contractor if covered under the P.F Act and if the contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any Contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In

case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 13.36% P.F. Contribution on wage component.

**31.0 WARRANTY AND REMEDY OF DEFECTS**

31.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

31.2 Should Company discover at any time during the tenure of the Contract or within 6 (six) months from the date of Completion of Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of Notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others at the risk and cost of contractor and same shall be recovered from contractor's bill. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**32.0 DEFECT LIABILITY PERIOD:** "Defect liability period shall be 6 (six) months beyond the date of completion of individual work Orders as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be performed entirely at Contractor's own expenses. In case if such corrective works are not performed within a reasonable time after instructions, the Company at its discretion, may have such remedial works carried out through third party at the risk and cost of contractor. The costs so incurred shall be deducted from contractor's bill or Retention money/ performance security."

**33.0 TAXES:**

33.1 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.

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

33.3 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.

33.4 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.

33.5 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.

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

34.0 **INDEMNITY AGREEMENT:**

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

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

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

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

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

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

- i) 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.

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

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 related to some negligent act or omission on the part of Contractor.

37.0 **SET OFF CLAUSE:** Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

38.0 **NOTICES:**

38.1 Any Notice given by one part to other, pursuant to the Contract shall be sent in writing or by E-mail and confirmed in writing to the applicable address specified below:

COMPANY	CONTRACTOR
OIL INDIA LIMITED	.....
2-A District Shopping Center	.....
Saraswati Nagar	.....
RAJASTHAN(INDIA)	.....
Fax No:0291-2727050	.....
Email-mat_rp@oilindia.in	.....

38.2 A Notice shall be effective when delivered or on the date as indicated in the Notice, whichever is later.

\*\*\*\*\*

**END OF SECTION – I, Part - 3**



### **Part – 3**

#### **SECTION – II**

##### **SCOPE OF WORK/SPECIAL CONDITIONS OF CONTRACT**

###### **1. SCOPE OF WORKS:**

The works under this Agreement will cover various civil engineering works mainly related to preparation of drilling locations instructed by the Engineer-In-Charge (Engineer-In-Charge means Company's Civil Engineering personnel of executive/officer level) from time to time. The jobs will largely involve following item of works:

- 1.1. Supplying, laying and compaction of moorum/granular materials for approach roads, plinths, hard-standing yard etc.
- 1.2. RCC works / mass concreting in foundations for Rig, machines, plants etc.
- 1.3. Providing and fixing TMT reinforcement bars for RCC works.
- 1.4. Supplying and laying 300gsm HDPE sheets in effluent pits.
- 1.5. Providing and fixing GI chain link fence around the locations.
- 1.6. Providing and laying RCC /Hume pipes for drainage/culverts.
- 1.7. Providing laying Plain Cement Concreting Works for foundation base.
- 1.8. Brick / Stone Masonry in sub-structure/superstructure up to about 2m height.
- 1.9. Providing and Fixing MS steel gates/frames made of Angles, Flats, Channels etc.
- 1.10. Supplying and laying of brush wood/senia available as natural growth.
- 1.11. Earth Work in Excavation/backfills/disposal.
- 1.12. Plaster works on new concrete/masonry surfaces.
- 1.13. Providing and fixing formworks for concrete.
- 1.14. Supplying services of tractor trolley with levelling blades and other attachments for grading works.
- 1.15. Providing equivalent man-days for miscellaneous jobs not measurable in specific items.

The above items are indicative for the purpose of assessing bidding rates. The actual jobs scope may be extended to any civil engineering related works including petty jobs as and when required.

###### **2. AREA OF OPERATIONS:**

The work sites would mostly fall in and around SIYASAR & SOUTH BAGHEWALA blocks in districts Bikaner / Jaisalmer, Rajasthan having OIL's Operational areas

in the within Rajasthan. Occasionally in case of exigency, the contractor may be asked to execute jobs outside the area but within Rajasthan.

**3. SCHEDULE OF RATES:** The rates shall be firm as stipulated in SoQ of this contract. All the rates shall be quoted after considering rebates/adjustments on account of speculated eligible Input Tax Credit (ITC). Hence, gross ITC benefits are deemed to have passed on to the clients at the quoted rates itself. Contractor's ITC on input costs against SoQ items shall not require to be assessed separately at the time of billings. However, in case of any deviated items (non-SoQ items), ITC shall be assessed separately for passing on to the company.

**4. RATES FOR SUPPLEMENTARY ITEMS:** Item deviations shall not be permitted in general. However, in case of unavoidable circumstances Engineer-In-Charge may advise for supplementary / deviated items as per job requirements. The payment rates for such items shall be made from the DSR items after adjustment for applicable Cost Index of the area if clear supporting documents are available. The item shall be of descriptions nearest possible similar to the actual job as interpreted by the Engineer-In-Charge. In case customization of rates are necessitated, such items shall be analysed as per CPWD's Delhi Analysis of Rates (DAR-2018) format where the input rates would be the actual cost incurred subject to furnishing documentary evidences. The rates applicable shall be as per prevailing at the time of execution/issue of deviation order. CPWD DSR-2018 is deemed to be inclusive of GST and Cess.

Illustration: For supply and fixing a proprietary item of specific brand and model (due to specific requirements) the cost of actual material would be considered along with labour and accessory costs, escalated with Overhead/Contractor's Profit, Water Charge, Cess etc as per standard format of CPWD DAR-2018 or latest. All relevant documents published by CPWD such as DSR-2018, DAR-2018, Technical Specifications etc may be either downloaded from <http://cpwd.gov.in> or purchased from publisher/leading book stores.

**5. DURATION OF AGREEMENT AND WORK ORDERS:** Within the currency of the contract period, multiple individual Work Orders shall be issued against individual jobs whenever requirements arise. The completion period shall be optimally stipulated by the Engineer-In-Charge depending upon the urgency or practicability but within the gross contract period. The contractor signing on the Work Orders shall deem to be acceptance of the work periods by both parties. The Contractor may be asked to submit Gant Chart against each individual Work Orders. In case of non-performance or under performance by the contractor, Liquidated Damages (LD) shall be imposable for every individual Work Orders against the respective Work Order values. Similarly, defect liability period shall be calculated for individual Work Orders. However, Performance Security may be released only on gross expiry of the contract.

Unless otherwise mentioned specifically, a set of a normal drilling location (plinth/approach/foundation/campsite etc) shall have the Work Order period of 3 months.

On early exhaustion of the contract value due to early release/completion of the Drilling Locations, the Engineer-In-Charge may declare early closure of the original contract period, or continue the contract by enhancing the values depending upon the exigency of the requirements.

## **6. JOB EXECUTION:**

6.1. Upon receipt of written advice from the Engineer-In-Charge, the contractor shall carry out the works specified in the advice expeditiously and in accordance

with the standard and general specifications and shall commence each job within 24 hrs. In case, however, where such is not reasonable / practicable, the Engineer shall allow sufficient time for the necessary preparations.

6.2. During execution of the works, the contractor or his authorized representative shall report to Engineer-In-Charge daily at 09.30 as on all working days at Jodhpur for necessary instruction.

6.3. No guarantee shall be given for continuous or uninterrupted works on any day from the company's end.

6.4. The contractor must keep adequate labour force to attend any emergency repair at any part of the day (and night if required on emergency).

6.5. The Contractor must maintain adequate number and right type of tools and plants for efficient discharge of his responsibility.

6.6. All classifications regarding materials and items shall be in accordance with the Company Engineer's decision which shall be based on sound engineering practice and will therefore be binding on to the Contractor. All materials to be incorporated in works must be approved by OIL's Engineer and conform to the relevant detailed specifications of CPWD Specifications, Bureau of Indian Standards, Indian Road Congress etc.

6.7. The Contractor shall have no claim for any extra payment arising out of loss of man days caused by interruption in traffic, inclement weather etc emergencies or land dispute or withdrawal of any work order and other occurrences beyond the Company's control and attributable to the company.

6.8. All works and materials used/supplied shall be verified and measured by the Company's personnel.

6.9. Completion of the job in entirety is the responsibility of the contractor at their own risk and costs. No compensation either directly or indirectly be claimed by the contractor on account of any losses or difficulties arise during execution of works not attributable to the company.

6.10. The contractor must readily possess or capable of providing the necessary tools and plants which are required for the execution of the works.

6.11. Wherever necessary, welding and cutting sets with fuel & operator, welder, fitter etc shall be arranged by the Contractor at his cost at site for fabrication and erection work.

6.12. Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost

6.13. Contractor will be responsible for supply & transportation of water to work site in the required quantities both for construction works and drinking purpose of his workers.

6.14. All debris, waste etc. to be cleared off and the surrounding areas to be levelled on completion of work.

## **7. FREQUENCY OF BILL PAYMENTS:**

The mode of payment may not be oftener than monthly. Payment of works will be made only when the Engineer-in-charge is fully satisfied with the quality and service ability of the works. Running Bills may not be processed unless

substantial tangible jobs are completed, the assessment of such quantum shall rest on the discretion of the Engineer- In-Charge. Contractor has to submit their claimed measurement details (against completed payable items) in soft copy in spreadsheet (MS excel sheet) to the Engineer-In-Charge in the FORMAT of CMB (Computerized Measurement Book) as generally practised by CPWD or OIL Civil Engineering section. The measurement shall be verified jointly by the contractor and Engineer-In-Charge or his authorized representatives. Subsequently, contractor shall raise invoice against the undisputed measurements along with supporting documents if any for payments.

#### **8. ACTIONS ON NON COMPLIANCE OF WORKS:**

The contractor shall complete the work within the time specified by the Engineer-In-Charge failing which the company shall have the right to get the work done by any other means. In case the contractor exhibits:

8.1. Underperformance with slow progress

8.2. Delivering poor workmanship/materials

8.3. Non-compliance of the instructions

8.4. Abandons the Agreement

8.5. Any other disobedience affecting the interest of the job

8.6. Then the Company shall have the right to get it executed through any other agency at the risk and cost of the contractor. Such works through third party shall be up to 10% higher than the contract rates, if the contractor fails to satisfactorily comply the cautionary instructions within 7 days after receipt of such instruction. The difference in cost so incurred by the other agency if any shall be recovered by the Company from the dues, if any, of the contractor from his security deposit with the Company.

#### **9. INTERPRETATIONS:**

The Company's interpretation/decision in case of any dispute shall be binding and final.

#### **10. QUALITY CONTROL / TESTS:**

Quality control shall be monitored from time to time during the works execution. Various Lab / field tests as directed shall have to be performed by the contractor without any extra cost to the company. The necessity, types and frequency of such tests shall be at the discretion of the Engineer-In-Charge which he/she considered necessary based on the factors such as job nature of items, workmanship, quantum of the items etc.

#### **11. STATUTORY PERMITS:**

Statutory permits wherever applicable shall be obtained from the concerned Installation Managers/Authorities before commencing the jobs in a restricted area.

#### **12. DETAIL SPECIFICATIONS OF MATERIALS & WORKS:**

12.1. Steel reinforcement to be incorporated in R.C.C. works will be of approved ISI make. Brand shall include TATA/SAIL/KAMDHENU/RATHI or equivalent.

12.2. Cement of OPC-43 or PPC of make JK Lakshmi/Shree/Bangur/Jay Pee/ Binani/ Ultratech/Wonder/Ambuja) has to be supplied by the contractor. The

party will have to submit the Manufacturer Test Certificate corresponding to the supplied lots. Proper and adequate storage of cement bags have to be arranged.

12.3. All concrete works must be done as per IS code and instructions. Curing will be done so as to maintain the wetness of the concrete mass throughout the period for 14 days after casting. In case the Contractor fails to carry out curing to the satisfaction of the Engineer, the Company will complete the curing work at the risk and cost of the Contractor.

12.4. The Contractor shall engage measurement boxes for batching materials and concrete mixer machine as per requirement.

12.5. Morrum/gravel to be incorporated in the work will be taken from the quarry approved/selected by Company's Engineer only.

12.6. HARD-STANDING OF DRILLING LOCATIONS (ROADS & PLINTHS).

12.6.1. Laying Brushwood:

12.6.1.1. Mark out the area to be gravelled

12.6.1.2. Prepare the sub-graded to the required camber.

12.6.1.3. Spread the brushwood uniformly without leaving gaps.

12.6.2. Laying Morrum layers:

12.6.2.1. Spread the approved morrum above the brush wood to the required grade and camber.

12.6.2.2. Thickness of spreading loose should be 230 mm uniformly so as to achieve minimum 150mm compacted thickness.

12.6.2.3. Dry roll the surface with few rolls till partial compaction takes place with power/vibratory road roller 8-10 MT capacity.

12.6.2.4. Any depressions formed during dry rolling should be made good with extra morrum and rerolled.

12.6.2.5. Water the surface optimally and wet roll the surface with several round of rolls so that the maximum compaction at near OMC can be attained.

12.6.2.6. Provide 1.00 M width side berms on both sides.

12.6.2.7. For higher thicknesses of hard-standing, multiple layers of 150mm compacted thickness shall be laid over individually.

12.7. Besides above, detailed drawings/instructions would be provided by the Engineer In-Charge before commencement of the works.

12.8. Unless otherwise instructed specifically by the Engineer In-Charge, the works specification shall strictly be adhered to as per the standard drawings issued.

12.9. Material specifications and workmanship of various items in the SoQ/SoR shall be as per latest IS Codes published by BIS or CPWD specifications Vol. 1 and 2, unless otherwise instructed by the Engineer In-Charge.

12.10. All materials to be used for the jobs shall be shown to the Engineer-In-Charge for quality checks/inspection followed by approval for utilization.

12.11. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

13. **DEFECT LIABILITY:** The defect liability for works under respective individual Work Orders shall be 6 months from the date of actual completion or end of Work Order period whichever is later. Performance Security / PBG may be released only after end of defect liability period against last Work Order as declared by Engineer-In-Charge.

14. **ORDER OF PRECEDENCE OF DOCUMENTS:**

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

14.1. Descriptions in Schedule of Quantities.

14.2. Special Condition of Contract.

14.3. Technical specifications

14.3.1. Drawings

14.3.2. Relevant B.I.S. Codes

14.3.3. Latest CPWD/Specifications

14.3.4. General Conditions of Contract.

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**END OF SECTION – II, PART - 3**

**BID FORM**

To  
OIL INDIA LIMITED  
For GM-C&P  
RAJASTHAN FIELD  
JODHPUR-342005

**Sub: IFB No. CJI-6101-P21**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a as per tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

**Tender No. : CJI-6101-P21**

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

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

**(Authorised Signatory).**

**Name of the Bidder\_\_\_\_\_**

**NOTE:** OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.



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

To:

(Name of Company .....)

(Address of Company .....)

WHEREAS (Name and address of Contractor) ..... (hereinafter called “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 recognised 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 THEREFORE 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 type 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 the 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 (.....)\*\*(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

.....

Address :.....

.....

Date :.....

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the

Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

*Signature & Seal of the Bank*

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

- a. General Conditions of Contract, (Part-3, Section-I)
- b. Scope of Work/ Special Conditions of Contract (Part-3, Section-II)
- c. Certificate for Restriction of Procurement (Proforma-A)
- d. Price Bid Format, (Proforma-B)
- e. Bid Form, (Proforma-C)
- f. Statement of Compliance, (Proforma-D)
- g. Performance Security Form, (Proforma-F)
- h. Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

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

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

IN WITNESS thereof, each party has executed this contract at Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

TO  
**GM (C&P)**  
Contracts & Purchase Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's IFB No. CJI-6101-P21**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**GM (C&P)**

Contracts & Purchase Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI-6101-P21**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

\*\*\*

**FORMAT OF BID SECURITY DECLARATION**

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Bid Security Declaration**

**Ref: Your tender No. CJI-6101-P21 Dated \_\_\_\_\_**

To,  
The GM-C&P (RF)  
Contracts & Purchase Dept.,  
OIL, Rajasthan Field, Jodhpur

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that;

If we withdraw or modify our Bids during the period of bid validity,

OR

In case of award of contract to us, if we fail to sign the contract, or submit the performance security before the deadline defined in the NIT,

OIL reserves the right to put us on suspension for a period of two years automatically without conducting any enquiry.

We undertake to unconditionally abide by the above declaration.

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)

\*\*\*

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section: 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section: 2 - Commitments of the Bidder/Contractor**

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,



certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section: 6- Equal treatment to all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section: 7- Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section: 8 - External Independent Monitor/Monitors**

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

**Section: 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

**Section:10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....

.....

**For the Principal :**

**For the Bidder/Contractor:**

Witness 1: .....

Witness 2: .....

Place. JODHPUR.

Date .....

-----

\*\*\*\*\*

**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 M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to ..... (as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER In INR Crores / US\$ Million*</b>	<b>NET WORTH In INR Crores / US \$ Million *</b>

\* Rate of Conversion (if used any): USD 1.00 = INR. .... .

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

\*\*\*

**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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-Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

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

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 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.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate 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.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

\*\*\*\*\*

**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

\*\*\*\*\*



**CERTIFICATE FOR RESTRICTION OF PROCUREMENT**

To  
OIL INDIA LIMITED  
For GM-C&P  
RAJASTHAN FIELD  
JODHPUR-342005

**Sub: IFB No. CJI-6101-P21**

*Gentlemen,*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

**Seal of the Bidder:**

**Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).**

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-FA) equivalent 10% of total contract value.

A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

\*\*\*

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC  
INFORMATION/DOCUMENTS  
(To be typed on the letter head of the bidder)

Ref. No \_\_\_\_\_

**ANNEXURE-XI**

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No. CJI-6101-P21 Dated 07.10.2020**

To,  
The GM-C&P (RF)  
Contracts & Purchase Deptt,  
OIL, Rajasthan Field, Jodhpur

**Sir,**

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

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

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

Yours faithfully,  
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To  
Oil India Limited  
\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to INR in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

## **ANNEXURE - GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies except GST. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. **When Input tax credit is available for Set Off**

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

**When Input tax credit is NOT available for Set Off**  
Evaluation of L-1 prices shall be done based on Quoted price only.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
  
7. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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**--END OF TENDER DOCUMENT--**

**PROFORMA - B****CJI6101P21 - CONSTRUCTION OF DRILLING LOCATIONS**

Sl.No.	Description	Unit	Qty.	(name of bidder)	
				UNIT RATE	TOTAL VALUE
SECTION-A				(INR)	(INR)
1	<b>Earth work in excavation</b> by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	M3	15,900.00		
2	Extra over Earth work in excavation in <b>for every additional</b> lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials. All kinds of soil	M3	7,500.00		
3	<b>Excavating trenches</b> of required width <b>for pipes</b> , cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m : All Kind of Soil for Pipes, cables etc, exceeding 300 mm dia. but not exceeding 600mm dia.	M	45		
4	<b>Extra for excavating trenches for pipes</b> , cables etc. in all kinds of soil for depth exceeding 1.5 m, but not exceeding 3 m. (Rate is over corresponding basic item for depth upto 1.5 metre).	M	45		
5	<b>Clearing grass, jungle</b> including uprooting of rank vegetation, grass, brush wood, trees and saplings of and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared.	M2	20,000.00		
6	<b>Filling available</b> excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	M3	150		
7	Providing and laying in position <b>cement concrete</b> of specified grade excluding the cost of centering and shuttering - All work up to plinth level: <b>1:3:6</b> (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	M3	250		
8	<b>Centering shuttering</b> including struttings, propping etc. and removal of form work for: <b>Foundations</b> , footings, bases for columns.	M2	1,500.00		



9	Providing and laying in position specified grade of <b>reinforced cement concrete</b> , excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : <b>1:2:4</b> (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	M3	750		
10	Providing and laying in position specified grade of <b>Reinforced cement concrete</b> work in <b>beams, columns, pillars suspended floors</b> , roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size).	M3	6		
11	<b>Centering and shuttering</b> including strutting, propping etc. and removal of form work for: beam, columns, slabs etc in superstructure.	M2	6		
12	<b>Steel reinforcement</b> for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level and above plinth level: Thermo-Mechanically Treated bars	KG	25,200.00		
13	<b>Smooth finishing</b> of the exposed surface of R.C.C. work with 6 mm thick cement mortar 1:3 (1 Cement : 3 fine sand)	M2	600		
14	<b>Brick work</b> with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in <b>foundation</b> and plinths in all shapes and sizes with Cement Mortar <b>1:6</b> (1 cement : 6 coarse sand).	M3	210		
15	<b>Brick work</b> with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure <b>above plinth</b> level up to floor V level in all shapes and sizes in Cement mortar 1:6 (1 cement : 6 coarse sand)	M3	210		
16	<b>Half brick masonry</b> with F.P.S. brick of class designation 7.5 in foundations and superstructures. Cement mortar <b>1:4</b> (1 cement : 4 coarse sand)	M2	120		
17	<b>Random rubble masonry</b> with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)	M3	6		
18	<b>Coursed rubble masonry</b> with hard stone (first or second sort) in superstructure above plinth level and up to floor five level. Masonry work (second sort) , in cement mortar 1:6 cement: 6 coarse sand)	M3	6		
19	Dismantling existing structure, including dismembering, sorting and stacking, as directed by Engineer-In-Charge within 50 metres lead..	KG	10,000.00		

20	Steel work <b>welded in built up sections</b> / framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	KG	3,600.00		
21	<b>Providing &amp; Laying sand stone slab</b> for roofing and laying them in cement mortar 1:4 (1 cement : 4 coarse sand) over wooden karries or R.C.C. battens (Karries and battens to be paid separately) including pointing the ceiling joints with cement mortar 1:3 (1 cement : 3 fine sand) complete: Red sand stone slab:40 to 50mm thick	M2	60		
22	Providing <b>15mm cement plaster</b> of mix 1:6 (1 cement: 4 fine sand)	M2	1000		
23	Extra for <b>Neat cement punning</b> over plaster works.	M2	300		
24	Providing and fixing G.I. <b>chain link fabric fencing</b> of required width in mesh size as per instruction including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-In-Charge. Made of G.I. wire of dia 2.5mm to 4mm. (The rate shall be inclusive of erection of MS fence posts if not readily erected, but excluding the cost of earthwork in excavation and concrete grouting the base).	KG	9,000.00		
25	Supplying at site <b>Angle iron post &amp; strut</b> of required size including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes up to 10 mm dia. etc. complete.	KG	18,000.00		
26	Providing and laying non-pressure <b>NP2 class</b> (light duty) <b>RCC pipes with collars</b> jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : <b>600 mm dia pipe</b>	M	90		
27	Providing and fixing precoated galvanised or galvalume iron <b>profile sheets</b> (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling / self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	M2	30		

28	Painting with <b>synthetic enamel/Aluminium/Epoxy paint</b> of approved brand and manufacture to give an even shade: Two or more coats on new work	M2	450		
29	Finishing walls with water proofing <b>cement paint</b> of required shade : New work (Two or more coats applied @ 3.84 kg/10 sqm)	M2	150		
30	With ready mixed <b>red oxide</b> zinc chromate primer of approved brand and manufacture on steel galvanised iron/steel works	M2	150		
31	Engaging <b>unskilled labourers</b> for miscellaneous works with specific instructions by Engineer In Charge or authorized company representatives.	PD	150		
32	Collecting, supply and <b>laying a layer of brush wood</b> /senia/khipra(senia type)available as natural growth with all lead and lift, to be laid closely and uniformly over already dressed sub grade covering completely as per Engineer-in-charge.	M2	84,000.00		
33	Supplying and construction of <b>granular sub-base using Moorum</b> for all leads and lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller including watering to achieve the desired density, complete as per directions of Engineer-in-charge. Payment shall be made for compacted volumes.	M3	16,000.00		
34	Supply and Laying Laminated High Density Polyethylene( <b>HDPE</b> )woven fabric (geomembrane)having <b>300</b> grams per sqm( <b>GSM</b> )for disposal of drilling effluent in the effluent pits of OIL,S drilling well conforming to Type-1 is:15351-2008, including jointing automatic hot wedge sealer with necessary anchoring at ground as directed by the Engineer-in-charge.	M2	8000		
35	<b>Running Charge of Tractor</b> Services with levelling blades, trolley or other attachments as per requirements for various services such as cleaning road, removing blown sand, grading/levelling plinth, road, yard etc in various OIL operational areas and new locations. The rate is inclusive of operator, fuel, oil, grease, maintenance etc. as required.	HR	12,000.00		
36	Operating Charge of <b>Back Hoe Loader/Excavator (JCB 3Dx</b> or equivalent) with operator, fuel, oil, grease etc at various OIL operational areas for various works. Running hours during mobilization and demobilization as per actual, but maximum up to 100km each way shall be considered for operating charge. Standby or any other charges shall not be paid for.	HR	150.00		

37	Finishing walls with Premium Acrylic Smooth exterior/interior paint with Silicone additives of required shade: Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	M2	75.00		
38	Providing and fixing on wall face or on/below ground upto 300mm deep unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including Tee, Elbow, brackets, clamps, etc conforming to IS : 5382, leaving 10 mm gap for thermal expansion, Single socketed pipes, including additional couplers, Tees and bends (doored ), including backfilling in case of ground, all complete as approved by EIC: 110 mm diameter.	M	100.00		
39	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P.brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing and paneling to be paid for separately). The item shall including all basic accessories such as hinges/ pivots, roller, buffer, tower bolts, handles and making provision for fixing of fittings wherever required. (Additional fittings like door closer, locks, spring, Aldrops etc shall be paid for separately): Anodised aluminium (anodised transparent or dyed to required shade according to IS:1868, Minimum anodic coating of grade AC 15)	KG	100.00		
40	Providing and fixing glazing with Glass/ACP/Particle board in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge . Float glass panes of minimum 6mm thick or Particle board 12mm thick or ACP of approved make and shade as directed by Engineer-In-Charge.	M2	10.00		

41	<p>Providing and fixing pre-coated galvanized steel sheet (PPGI) roofing/cladding accessories 0.50 mm (+ 0.05 %) total coated thickness or above, zinc / Zinalume / galvalume coating minimum 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete: Ridge, Flashing, Gutter, Barge, U-channel etc in an approved profile.</p>	KG	10.00		
42	<p>Providing and fixing coloured Fixed-Louvers having small aperature about 40mm clear gaps, made of PPGI sheets of 0.50 TCT or thicker of Colour, size and patterns, fabricated with pop rivets or any other suitable method as approved by Engineer-in-charge, sealing the silicon sealant wherever required; fixing with Self drilling / self tapping screws with EPDM seal or any other suitable method all complete.</p>	KG	10.00		
43	<p>Providing and fixing PolyUrethane Foam (PUF) panels in roofs and walls in existing steel structure, made of pre-coated Galvanized/Galvalume iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc / Zinalume / galvalume coating minimum 120 grams per sqm, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 metre or as desired by Engineer in-charge. The panel should be manufactured by pressure injection of CFC free Poly Urethane Foam at 40 + 2 Kg/m3 density, in between the outer and inner steel sheet surfaces. The wall panels either be complete with tongue and groove joint together or Cam Lock joint with flushing. The Cam Locks should be of GI /PVC material and minimum of 0.7 mm thick. Fire resistance: Self Extinguishing property as per ASTM D 1692. The panel shall be fixed using self drilling /self tapping screws of size with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required, with net thickness 50mm excluding minimum 28mm rib corrugation, works up to height of 8m above Finished Floor Level of the building.</p>	M2	100.00		

44	<p>Manufacturing, supplying and fixing retro reflective signage boards made up of 2 mm thick aluminium sheet or 3mm thick ACP sheets, face to be fully covered with high intensity and encapsulated lens type heat activated retro reflective sheeting conforming to type - III of ASTM-D-4956-01 as approved by Engineer-in-charge, letters, borders etc. as per IRC : 67-2001 in silver white with blue colour back ground and with high intensity grade, pasted on substrate by pressure sensitive adhesive backing which shall be activated by applying pressure conforming to class II of ASTM-D-4956-01 and fixing the same to the plate of structural frame work by means of suitable sized aluminium alloys, rivets or bolts &amp; nuts @ 300 mm centre to centre all along the periphery as well as in two vertical rows along with theft resistant measures.</p>	M2	100.00		
45	<p>Dismantling or temporary erection of Fence using company provided fence materials such as GI chain link, Barbed wire, Concertina Coil, welded mesh, posts etc. The rate includes providing necessary tools and accessories like GI wire, staples, nuts-bolts etc and also includes collection of materials from or/and transporting/stacking back to Company's yard as per direction, maximum up to 50m distance. (Cost of concrete base grout if involved shall be paid separately).</p>	M2	1,000.00		
46	<p>Providing and fixing 18 mm thick Granite slab gang saw cut, mirror polished, edge moulded and polished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour, sparkle and texture from within Jodhpur or nearby quarry, laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.</p>	M2	10.00		
47	<p>Providing and laying Vitrified tiles in different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS: 15622, of approved brand &amp; manufacturer, in all colours and shade, in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately).</p>	M2	10.00		

48	Providing and laying White Stone work (Jodhpur) machine cut edges for walls, blocks, slab, lining (vener work) etc, upto 10 metre height backing filled with a grout of average 12 mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade : to be secured to the backing and the sides by means of cramps and pins wherever required.	M3	1.00		
49	Embankment protection / slope stabilization, including base earth preparation to requisite slope, laying geosynthetic grid, cellular web, drainage sheet etc, fixing, anchoring with trenching, pinning etc and overlaying moorum / gravel / earth up to 150mm thick with manual compaction all complete as per directions. Material and make as approved by Engineer In-charge.	M2	100.00		
<b>TOTAL PRICE OF SECTION A (A)</b>					-
<b>SECTION-B</b>					-
10	Items adopted directly from DSR-2018 for various works including Civil, Electrical, HVAC etc as per CPWD publications (available in the website www.cpwd.gov.in). The payment against respective items executed shall be made as per the rate of DSR-2018 after deducting flat included 18% GST component, [Formula: Contract Rate item wise = DSR-2018/1.18]				
	The bidders shall quote in the form of (+)% or (-)% or at par (0%) on the Schedule of Rates (SoR) accurately up to 2 decimal place, which shall be applied uniformly over all the items of CPWD SoR excluding GST as specified above for item10,Section B				
<b>Total Base Amount of DSR-2018 excluding GST (B)</b>		<b>INR</b>	<b>35,00,000.00</b>		
<b>GRAND TOTAL (A + B)</b>					-
GST @18%					-
<b>TOTAL ESTIMATED CONTRACT VALUE INCLUDING GST</b>					-



**Report ID:** GEM/GARPTS/25012021/HS2152CVJERZ

**Report Name:** Construction of Drilling Locations

**Generated By:** Bhavik Haresh Mody , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 25/01/2021

**Valid till:** 24/02/2021

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: Construction of Drilling Locations**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.