

**Invitation of bids for Security Services of Oil Industry Development Board**  
**Office Complex, OIDB Bhawan, Sector-73, Noida (UP)**

- 1) Oil Industry Development Board (OIDB) invite bids for Security Services from limited bidders as per list attached at its Office Complex,OIDB Bhawan, Sector-73, Noida as per the following schedule:

Sl.	Items	Description
(a)	Scope of Work	: Security Services of OIDB's Office Complex, OIDB Bhawan, Sector-73, Noida
(b)	Type of Bid	: Two bid system: (1) Technical Bid (2) Financial Bid (Wage Sheet) Both the bids to be submitted separately online on Central Public Procurement Portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
(c)	Availability of bid document	: Central Public Procurement Portal- <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> OIDB Website- <a href="http://www.oidb.gov.in">www.oidb.gov.in</a>
(d)	Submission of bid document	: Central Public Procurement Portal- <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
(e)	Date of uploading of tender document	: 24.05.2019
(f)	Pre-bid meeting	: 06.06.2019 – 1500 Hrs
(g)	Last date and time of submission of bid	: 17.06.2019 – 02:00 PM
(h)	Date and time of opening of bid	: 17.06.2019 – 03:00 PM
(i)	Contact person	: Vandana Varma, OIC (Estate), OIDB Bhawan, Sector-73, Noida

## **2) Bid Qualification Criteria:**

- i. The bidder should be DGR Empanelled ESM Security Agency and duly sponsored by DGR.
- ii. DGR empanelled agencies / companies are not eligible for participating in the Tender Enquiry directly without DGR sponsorship.
- iii. Bidder should have registered branch office in Delhi/NCR.
- iv. Bidder should have a License to operate as private security under " The Private Security Agency (Regulation) Act 2005" (PSARA-2005) valid for operation in Noida (UP). Copy of PSARA for state of Uttar Pradesh should be submitted or acknowledgment of application for obtaining license under PSARA should be submitted. Bidder, however, will have to acquire the license before award of work.
- v. Bidder will provide before deployment of guards, copy of discharge books along with police verification in respect of all Ex Service Men (ESM) to be deployed.
- vi. Bidder should have valid PAN, PF, ESIC & GST Registration.

## **3) Terms & Conditions of the contract:**

- a) Tender document should be submitted with covering letter having index in which information of attached documents be given serial wise like name of the document with page numbering etc. Bidder will submit the following documents duly signed and stamped: -
  - i. Copy of DGR sponsorship letter.
  - ii. Copy of DGR Empanelment Certificate (with photograph and signature of Proprietor/Directors).
  - iii. PAN No.
  - iv. Service Tax Registration Certificate
  - v. ESIC registration certificate
  - vi. EPF registration certificate
  - vii. Labour license or else it will be obtained before start of job.
  - viii. Copy of Tax Return for Financial year 2018-19, 2017-18 and 2016-17.
  - ix. Confirmation/undertaking to deploy 100% Ex Servicemen, each one of age less than 65 years.
  - x. Profile of Bidder and the owners.

- b) All the pages of tender document should be signed by the authorized signatory with stamp of the bidding firm as token of having accepted all the terms & conditions of the tender. Person signing the bid and other documents attached with tender must clearly write his/her name and also specify the designation as having accepted the provisions, conditions, scope of work etc.
- c) OADB reserves the right to annul the process of tendering at any time without assigning any reason. OADB will not be under any obligation for compensation on this account.
- d) Bidder must acquaint itself with the site and the conditions prevalent and systems operating there.
- e) Validity of bids should be 90 days from the last date of submission of bid.
- f) Successful bidder shall furnish Security Performance Deposit of Rs.1,50,000/- within one month of placement of LOA. Security Deposit may be furnished in the form of A/c Payee Demand Draft / Fixed Deposit / Bank Guarantee as per **Annexure-III**. No interest will be paid on the EMD or Security Deposit. The Security Deposit should remain valid for a period of 60 days beyond completion of contract period and the same shall be refunded by OADB after two months of successful completion of the contract period
- g) Bidder will be required to enter into an agreement with OADB on non-judicial stamp paper of Rs. 100/- cost of which is to be borne by the bidder, as per the format enclosed at **Annexure -IV** within 15 day of the receipt of the Letter of Acceptance (LOA).
- h) OADB will provide biometric attendance facility/machine. All the personnel to be deployed at OADB site by Agency will mark in/out attendance through bio-metric attendance machine.
- i) Amendment to the NIT, if required, before submission of bids will be issued and displayed on CPP portal and OADB's website.
- j) Security guard will be allowed a day of rest by the bidder after a continuous period of six days of work every week. None of the person will be allowed to work more than 8 hours a day. In exceptional circumstances a security guard/supervisor can be allowed to work for additional 8 hours per week. Any violation of this condition will be treated as breach of contract and agency will be liable for any penalty and /or action.

- k) Bidder shall have pay to the security guards Bonus which is mandatory as per payment of Bonus act 1965 (as amended from time to time). The minimum bonus will be paid on minimum wages of Rs 3500. Upper limit of bonus is 20%. Bonus is applicable for wages between Rs 3500 and Rs. 10,000/-.
- l) Successful bidder shall become contractor hence the terms last bidder and contractor appearing in this tender shall denote same person before finalization of the bid and after the award of contract respectively
- m) The Executing officer of this work shall be OIC (Estate) with whom on placement of Work Order bidder will contact for further instructions.

**4. Scope of Work:**

- 1) Job will entail round the clock guarding of office complex of OIDB Bhawan, Plot No.02, Sector-73, Noida (UP).
- 2) Office complex is spread over a plot of 16000 Sq Mtr and constructed area of 24000 Sq Mtr. approx. Besides this there are two basements meant for parking and housing the Utilities required for the upkeep of building. Building consists of 4 towers annexed to each other. Three Towers are of G+3construction while the fourth tower is of G+9 construction.
- 3) Building is surrounded with at all boundary wall and has two gates. Gates are meant for entrance/exit to the office complex and basement parking.
- 4) Security Guards have to man the gates, basements and floors on round the clock basis and all the days of week (24x7). Approximate requirement of guards will be Thirty and Three nos. of supervisors for all days of week (24x7). Exact no. of persons and their deployment at each location will be decided by OIDB. OIDB at its discretion can ask agency for deploying guards/supervisors more or less than the number mentioned above.
- 5) Job involves monitoring, control with documentation for movement of men, material and vehicles along with surveillance. Agency will ensure surprise inspection of night/day patrolling through its supervisory staff at regular intervals. Building has another security set-up operating in a earmarked portion of OIDB Building occupied by Directorate General of Hydrocarbon(DGH). Agency will operate in close association with the set-up without creating conflicts.
- 6) Apart from other functions, Supervisor will manage roster of guards and will also act as a surveillance officer. Any untoward happening or doubtful activity in the complex will be reported by supervisor to the officer-in-charge of OIDB promptly.

Similarly, any action requiring an urgent attention will be brought to the notice of officer-in-charge of OIBD.

- 7) Building usually has the requirement of taking Material out/in including equipment/machinery/part/furniture etc. The material etc. will be allowed to be taken out only with the accompanying gate pass. Similarly when material is brought in the same will be entered in the record book/register.
- 8) Entry of visitors shall be allowed after proper verification and gate pass will be issued to the visitor.
- 9) Entry of vehicle inside building or basement will be checked. Only bonafide vehicles/OIBD sticker carrying vehicles will be allowed inside the complex.
- 10) Vigil will be kept in parking areas for any unlawful activity and the same will be reported to officer-in-charge promptly.
- 11) The staff deployed will switch on and off lights, fans, fixtures, gadgets etc. as may be assigned to them from time to time.
- 12) The staff deployed will keep keys, locks etc for the rooms, floors, common facilities etc in its safe custody.
- 13) Contractor will submit complete bio-data, Photograph, Police verification and original discharge certificate of the persons to be deployed at OIBD site
- 14) Supervisors to be deployed should be highly skilled.
- 15) Security Guards/supervisors to be deployed shall not smoke, drink alcohol or chew pan, tobacco items during duty hours.
- 16) Physical fitness of guards shall be a top most requirement. Any guard/supervisor lacking physical fitness will not be deployed on duty.
- 17) Contractor would be required to submit fitness certificate for the staff deployed. Contractor will provide minimum two sets of uniform both for winter and summer. They will be provided with lathi, torches, rain coats, gumboots etc. Supervisor will ensure that the staff member's dress is clean and tidy.
- 18) Contractor will ensure that no security personnel leaves his duty in unauthorized way or without a replacement or without the knowledge of supervisor.
- 19) Security agency staff will ensure that stray animals do not enter the premises.

- 20) Any malfunctioning of any utilities harming property of OIDB will be brought to the notice of officer-in-charge immediately. Action required at security staff end will be taken prior to reporting.
- 21) Security Guards/supervisors to be deployed will be professionally active and polite to the visitors or the staff of OIDB and other institutions staff occupying the building.
- 22) Security Guards/supervisors having doubtful character will not be deployed for the duties. Any Guard/supervisor found/caught to be conducting unlawful activities will be removed and suitable action would be taken under the law of land. Contractor shall be bound to prohibit and prevent its employees from any direct or indirect association with person(s) engaged in any anti-social activities, demonstration, riots or agitation.
- 23) Contractor will change the security personnel on OIDB's demand, if any of its staff is found to commit unethical act like sleeping, intoxicated, negligence in performing duty, disobedience, theft, dishonesty, indulging in illegal activities.
- 24) Timely deployment of staff is the responsibility of contractor.
- 25) The staff deployed will ensure an orderly parking of vehicle, entry of bonafide vehicles into the premises.
- 26) All the security guards/supervisors will be provided with Photo ID cards of agency and it would be incumbent on individual to wear it while on duty.
- 27) In the event of misconduct and report against any of the guard/supervisor, such person shall be removed immediately and it would be ensured that such person does not enter the premises of OIDB Bhawan.
- 28) Contractor will maintain a separate account for EPF and ESIC for the staff deployed at OIDB.
- 29) Contractor will deploy personnel who are courteous, trained, well mannered and disciplined.
- 30) In the event of leave / absenteeism of one or more person, substitute will be provided. List/bio-data of such person(s) (substitute) will be shared with OIDB and they too will be registered for bio-metric before their deployment.
- 31) Contractor will make payment to the persons deployed by 7<sup>th</sup> of the following month. Salary/dues will be transferred to the account of guards/supervisors engaged for the services.

- 32) Time to time coaching and lessons regarding security of complex will be conducted to keep the persons updated.
- 33) Supervisor/guards are expected to fight the fire in the complex. Guards should have had an adequate training of fire fighting so that same is performed by security guards in the eventuality of fire in building. Regular drill in this respect will be carried out.
- 34) Supervisor and guards to be deputed for services will in no case be of age greater than 62 years. They will essentially be Ex Servicemen. Other than ex-servicemen will not be deployed for the security services.

**5) Period of Contract:**

Contract will initially be for a period of two years with a provision for extension for another two years at the sole discretion of OIBD on the same terms & conditions and on satisfactory performance of the contractor.

**6) Payment Terms:**

- i. Contractor will submit bill in duplicate along with attendance sheet & wage sheet. Payment of agency's running bill shall be released within 30-days of its submission.
- ii. Contractor will make payment of wages to its employees in accordance with the provisions of applicable laws and these will be paid to individual's bank account directly, by 7th of following month. In case of non-payment of wages or any other dues to any of its employee, OIBD reserves the right to recover the amount equal to such dues of the employee(s) from contractor's bill and pay to its employee(s). Contractor will take all necessary steps to deposit Statutory contributions in respect of its employees, with the concerned authorities and to ensure strict compliance of labour laws.
- iii. Contractor has to submit an undertaking along with monthly bill that it has complied with all statutory provisions of law applicable to the contract.
- iv. Price variation to the extent of change in wages notified /promulgated by DGR, MoD from time to time shall be allowed during the tenure of contract. The rates shall include all other statutory incidentals. Service tax or any additional/substituted tax will be paid to the extent of its applicability. Any statutory changes in Service tax will be reimbursed by OIBD

- v. OIDB shall not entertain any claim from contractor if payment gets delayed due to sorting out of the discrepancies, if any, in the bill. Payment will be released through Electronic Funds Transfer(NEFT)/RTGS Process. For this contractor may submit its bank details i.e. contractor name, name of the bank, Account No (All digits in case of CBS Branches).Place of Branch, Branch code or a crossed cheque etc. to enable OIDB to release payment accordingly. All bank charges will be to contractor's account.
- vi. Income tax deduction shall be made from all payments as per provisions of Income Tax Acts, 1916 as applicable from time to time. Contractor will indicate PAN & GST registration number on monthly bills.

**7) Safety of persons:**

Contractor shall ensure the safety of persons deployed and contractor himself will be responsible for the same. Signing of Agreement will entail indemnifying OIDB or contractor will separately indemnify OIDB for any mishap injury,accident to the persons deployed by the bidder for the job at OIDB.

**8) Penalty:**

A penalty of Rs. 10,000/- can be imposed on contractor for every incidence of non- observance of this condition, or for committing any breach or any default at sole discretion of OIDB. This shall be in addition to OIDB's right to terminate the contract.

**9) Arbitration& Jurisdiction:**

Dispute, if any, arising out of the contract, shall be settled by mutual discussion, failing which the dispute shall be referred to arbitrator to be appointed by Secretary, OIDB and arbitration shall be considered as per Arbitration Act. Notwithstanding the place where the work under this contract is to be executed, the courts of Delhi alone shall have the jurisdiction overall matter concerning this contract.

**10) Statutory Obligations:**

Contractor will make payment of wages to all their employees electronically to be checked in accordance with DGR wages as applicable from time to time. In case of non-payment of wages or any other dues to the employee, OIDB reserves the right to recover the amount equal to such dues of the employee from contractor's bill and pay to concerned employee. Contractor will take all necessary steps to deposit statutory contribution in respect of employees with

the concerned authorities and to ensure strict compliance of labour laws. This will be the responsibility of the contractor to comply with the statutory obligations related with the contract including the Provident Fund (PF) and Employee State Insurance (ESI) for the persons deployed by the contractor. Contractor shall adhere to all laws, rules and regulations that may be in force from time to time concerning the employment or service conditions of their employees.

**11) Termination of contract:**

For premature termination of the agreement, one month notice from OIDB side and three month notice from contractor's side shall be required in writing. Contractor shall vacate the premises, if desired by OIDB and shall handover the same to OIDB. The decision of the Competent Authority in OIDB shall be final and will be binding upon the contractor.

OIDB reserve the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. OIDB's decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance resulting in the forfeiture of performance security deposit.

On termination of the contract, contractor will hand over all the equipments/articles etc. provided by OIDB, in good working condition, back to OIDB.

\*\*\*\*\*

List of agencies sponsored by DGR\*

Sl. No.	Agency details
1	M/s Deepak Porwal Security Agency, 8M/15, Daboult, Kanpur, Uttar Pradesh- 208022.
2	M/s Aditya Singh Rana Security Agency, B-28, Sector-44, Noida.
3	M/s Hem Singh Nagar Security Agency, Vill – Chachula, PO- Dankaur, Distt – GautamBudh Nagar – 203201.

\*Name of the agencies sponsored by DGR vide letter no.2112/SA/OIDB/2019/Uttar Pradesh/4875/4760/4148/Emp. dated 04.04.2019 to OIDB

**Annexure-I**

ON NON JUDICIAL STAMP PAPER OF RS.100/-

To

M/s Oil Industry Development Board  
3<sup>rd</sup> Floor, G+3 block, OIIB Bhawan  
Plot No. 2, Sector-73  
NOIDA-201301

**Sub: Performance Bank Guarantee.**

Dear Sirs,

M/s..... having its Registered Office at..... have been awarded contract for Security Services by Oil Industry Development Board (OIIB). As per the conditions of the contract M/s..... have to pay a sum of Rs..... (Rupees in words) as Performance Security Guarantee, in the form that includes guarantee executed by a Nationalized Bank undertaking full responsibility to indemnify Oil Industry Development Board, in case of default.

The said M/s.....(contractor) have approached us and at their request and in consideration of the promises we..... (bank), having our Head office at ..... have agreed to give such guarantee as hereinafter mentioned.

1. We..... (bank) hereby undertake that if any default shall be made by M/s.....in performing any of the terms and conditions of the contract awarded to them or in payment of any money payable to Oil Industry Development Board, we shall on a demand by you pay to you, in such manner as you may direct the said amount of Rs. ....../- (Rupees in words) or such portion thereof, not exceeding the said sum, as you may from time to time.
2. You will have the full liberty without reference to us and without effecting the guarantee, to postpone for any number time or from time to time the exercise of any of the powers and rights conferred or forebear from enforcing any powers or rights or by reason of time given to the said M/s.....(contractor) which under law relating to the sureties would but for the provision have the effect of releasing us.

3. Your right to recover the said sum of Rs..... (Rupees in words) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.....(contractor) and /or that any dispute or disputes are pending before any officer, Tribunal or Court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s.....(contractor) but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liability or liabilities is paid.
5. Our liability under this guarantee is restricted to Rs.....(Rupees in words). Our guarantee shall remain in force until ..... Unless a claim, under this guarantee is lodged with us till .....i.e. within six months from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. We have power to issue this guarantee in you favour under our Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated..... granted to him by the bank.

We.....(bank) lastly undertake not to revoke this guarantee except with your previous consent in writing.

Yours faithfully,

\_\_\_\_\_Bank

By its constituted Attorney

\_\_\_\_\_  
Signature of a person duly Authorized

To sign on behalf of the Bank

**Annexure-II****Security Services at OIDB Bhawan, Sector-73, Noida****Check Format****To be filled in by bidder/agency**

1	Name of Work	Security Services at OIDB Bhawan, Sector-73, Noida
2	Bid No.	14/ 35 /2018-OIDB
3	Office address of bidder/agency	
4	Tel No. & Mobile No.	
5	License No. / Registration for deployment of persons from Central Labour Commissioner	
6	EPF Registration No.	
7	ESIC Registration No.	
8	PAN No.	
9	GST No.	
10	DGR Empanelment No.	
11	Income tax return for last 02 years	
12	Confirm that you are not on holiday / negative list of GoI/OIDB/any PSUs	
13	Confirm, you agree to terms and conditions of NIT in full	

Note: All documents relating to the above information to be submitted.

Signature of Bidder  
Address/Tel.No./Seal/Date

**Annexure-III****Security Services at OIDB Bhawan, Sector-73, Noida****Wage Sheet****To be filled in by bidder/agency**

Sl.	Description	Percentage	Security Guard without Arm	Supervisor	Remarks
(a)	Basic Wages plus DA/VDA				
(b)	Employee State Insurance (ESI)	4.75% of (a)			
(c)	Employees provident Fund (EPF)	12% of (a)			
(d)	Employees deposit linked Insurance (EDLI)	0.5% of (a)			
(e)	Admin. Charges	0.5% of (a)			
(f)	House Rent Allowance (HRA)	24% of basic + VDA or Rs. 5400/- whichever is higher			
(g)	ESI on HRA	4.75% of HRA			
(h)	Bonus @ 8.33% (basic + VDA)	8.33% of (a)			
(i)	Outfit allowance	5% of (a)			
(j)	Washing allowance	3% of (a)			
(k)	Total	(a) to (j)			
(l)	Relieving charges (1/6th) of (k)				
(m)	Total cost per head	(k) + (l)			
(n)	Service Charge	@ 14% of (m)			
(o)	Sum total	(m) + (n)			
(p)	GST	As per prevailing rate			
	Grand Total				

**Note**

- Wages shall be as notified by Ministry of Labour and Employment vide GOI Chief Labour Commissioner order no 1/38(6)/2018-LS-II dated 28.09.2018 as amended.
- Service charges to be quoted against column (n).
- Evaluation will be made for the deployment of 30 Guards & 03 Supervisors.
- Initial contract will be for a period of two years.

Signature of Bidder  
Address/Tel.No./Seal/Date

**Security Services at OIDB Bhawan, Sector-73, Noida**

**CONTRACT AGREEMENT**

**LOA.NO.** \_\_\_\_\_ **Dated** \_\_\_\_\_

THIS AGREEMENT is made on between Oil Industry Development Board (hereinafter referred to as "Board" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at OIDB Bhawan, Sector 73, NOIDA of the One Part,

AND

M/s. \_\_\_\_\_ (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns of the other part for providing security services (as defined in the Bidding Document).

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Board invited bids through online tender, vide Notice Inviting Tender No. \_\_\_\_\_ for availing Security Services (as defined in the Bidding Document) at OIDB Bhawan, Sector -73, NOIDA Under \_\_\_\_\_.

II. AND WHEREAS the Contractor submitted his bid vide No. \_\_\_\_\_ in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Board.

III. AND WHEREAS the Board has selected M/s. \_\_\_\_\_ as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Award (LOA) No. \_\_\_\_\_ to the Contractor for a total sum of Rs. \_\_\_\_\_.

IV. A. AND WHEREAS the Board desires that the Security Services at OIDB Bhawan (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, in accordance with terms & conditions mentioned in the Tender Document / LOA.

V. AND WHEREAS the Contractor acknowledges that the Board can enter into contract with other contractors / parties for the Security Services at OIBD Bhawan(as defined in the Bidding Document)in OIBD premises, in cases the Contractor breaches the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully accepted by the Contractor and the Board as parties of the competent capacity and equal standing.

VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Security Services at OIBD Bhawan(as defined in the Bidding Document) in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Board.

VIII. AND WHEREAS the OIBD and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement
  - i. The Letter of Award (LOA) issued by the Board.
  - ii. The complete Bid, as submitted by the Contractor.
  - iii. The Corrigendum, if any, issued by the Board.
  - iv. Any other documents forming part of this contract agreement till date.  
(Performance Bank Guarantee, Bank Guarantee)
  - v. Services Charges Schedule annexed to this article of agreement
  - vi. Supplementary Agreements, if any, executed from time to time.
- 3 Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- 4 Contractor shall fully responsible for compliance of all requirements under labour laws and other applicable laws and rules.

- 5 Board at their option, without prejudice to their rights, hereunder, may cancel the contract at any time by giving one month written notice in case the contractor does not comply with its obligations under this contract. The Board shall in that event forfeit the Security Deposit of the contractor and seek all expenses and damages that may be incurred by the Board for getting the remaining period of contractor executed/performed by another agency at the risk & cost of the contractor.
  - 6 If any dispute or difference of any kind whatsoever arises between the contractor and Board in connection with the contract or arises out of the contract, the parties shall first make every effort to resolve amicably such dispute or difference by way of mutual consultation. If the dispute or any part thereof remains unresolved, then the same shall be referred to Secretary, OI&D who shall appoint an arbitrator in compliance of the provisions of Arbitration Act. The courts at Delhi shall have the jurisdiction to entertain any petition in this regard.
  - 7 This contract shall be governed by and construed in accordance with laws of India. Each party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the condition of contract.
- VIII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed/stamped on behalf  
of Contractor

(Authorized Signatory)

Signed/stamped on behalf of  
Oil Industry Development Board

(Authorized Signatory)

Witness: (1)

Witness: (1)

Date:

Place: NOIDA