



# **OIL INDIA LIMITED**

## **BID DOCUMENT**

**Tender NO. : CGI7940P22**

**Hiring services of 7(seven) nos. Work Contract Labour, WCL(Listed-I), comprising of skilled and unskilled at PS-7/IP-4, Madarihat for a period of 4(four) years.**

**:INDEX:**

**Instruction to bidders** : Bidders are required to submit their bid through online with their quoted rates as per Section –II in **Price-Bid Format-A** along with all relevant documents as required.

**Covering Letter with Salient features**

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**FORWARDING LETTER**

Sir,

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. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.

2.0 In connection with its operations, OIL invites **Domestic Competitive Bids** under **Single Stage Two Bid System** from competent and experienced Contractors for “**Hiring services of 7(seven) nos. Work Contract Labour(Listed-I),comprising of skilled and unskilled at PS-7/IP-4,Madarihat for a period of 4(four) years.**”. through OIL’s e-procurement portal <https://etender.srm.oilindia.in/irj/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:

- |        |   |  |
|--------|---|--|
| (i)    | Invitation For Bid (IFB) No.            | : <b><u>CGI7940P22</u></b>   |
| (ii)   | Type of IFB                             | : <b><u>Single Stage Two Bid System</u></b>  |
| (iii)  | Pre-Bid Conference Date                 | : Not Applicable   |
| (iv)   | Venue of Pre-Bid Conference             | : Not Applicable   |
| (v)    | Last Date of Receipt of Pre-Bid Queries | : Not Applicable   |
| (vi)   | Bid Closing Date & Time                 | : As per online data   |
| (vii)  | Technical Bid Opening Date & Time       | : As per online data   |
| (viii) | Priced Bid Opening Date &time           | : As per online data   |
| (ix)   | Bid Submission Mode                     | : Bid should be uploaded in OIL’s E-Procurement portal   |
| (x)    | Bid Opening Place                       | : Office of the GM(Contracts)<br>Oil India Limited, Pipeline Head Quarter<br>Guwahati-781171, Assam, India |

- (xi) Bid Validity : **90 days** from date of Closing of bid
- (xii) Mobilization Time : **Nil**
- (xiii) Bid Security Amount : **NIL**
- (xiv) Bid Security Validity : **90 days** from date of closing of bid
- (xv) Amount of Performance Guarantee : **3 % of 1 (One) year contract value**
- (xvi) Retention Money : **Not applicable**
- (xvi) Validity of Performance Security of : Up to 3 **months** from date of completion contract
- (xvii) Duration of the Contract : **4 (FOUR) years .**
- (xviii) Bids to be addressed to: : GENERALMANAGER (CONTRACTS)  
OIL INDIA LIMITED  
PIPELINE HEAD QUARTER  
GUWAHATI-781171, ASSAM, INDIA

**3.0 INTEGRITY PACT: ( APPLICABLE FOR THIS TENDER)**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Section – V**” of the tender document. This Integrity Pact Performa has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

**4.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT:**

All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only 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. The bid signed using other than “Class 3” digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system.** Please refer “Guideline to Bidder for participating in OIL”

5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.

7.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “**TECHNO-COMMERCIAL UNPRICED BID** should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the

“Technical Attachment” area. No price should be given in above, otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

*For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/4903.*

- |                       |  |
|-----------------------|--|
| Notes and Attachments | → Only Price Details Should Be Uploaded            |
| Technical attachments | → All technical bid documents except price details |

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “**New Vendor Manual (effective 12.0.2017)**” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer **new vendor manual** available in OIL’s E-tender Site:



**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will

open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
For Chief General Manager ( PLS)I/C

**PART-I**

**INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.0 **BIDDING DOCUMENTS**
  - 2.1 **TENDER FEE: NIL**
  - 2.2 **EMD: EMD DECLARATION FORMAT:**

**No Bid security is applicable against this tender. However Bid Security declaration as per Annexure-D to be furnished by the bidders along with the technical RFx.**

**PROFORMA – C1**

**DECLARATION FOR BID SECURITY**

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

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

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

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

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:  
have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:  
fail or refuse to execute the Contract, if required, or  
fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.  
Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:  
\*\*\*\*\*

~~(i) Micro & small Enterprises (MSME), Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender~~

~~fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.~~

- ~~(ii) Public Sector Undertakings (PSU), Central **Govt. Departments** are also exempted from payment of EMD.~~
- ~~(iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of EMD should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents,~~
- ~~(iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.~~
- ~~(v) **Micro & small Enterprises (MSME), Public Sector Undertakings (PSU), Central Govt. Departments** , Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of **Earnest money deposit (EMD)** for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents~~
- (i) **Micro & small Enterprises (MSME), Small Scale Industries (SSI)** registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU), Central **Govt. Departments** are also exempted from payment of EMD.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of EMD should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents,
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Micro & small Enterprises (MSME), Public Sector Undertakings (PSU) , Central Govt. Departments** , Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of **Earnest money deposit (EMD)** for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

### 2.3 **TRANSFERABILITY OF BID DOCUMENTS:**



2.3.1 *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.*

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

**2.4 DOCUMENT:**

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

a) A forwarding letter highlighting the following points. :

- i) Company's Tender No.
- ii) Bid closing date and time.
- iii) Bid opening date, time and place.
- iv) Bid submission place.
- v) Bid opening place.

**Part -I** : Instruction to Bidders

**Part-II** : Bid Rejection/Evaluation Criteria

**Section - I** : General terms and Condition of the Contract

**Section - II** : Schedule of Quantities, Service/work and Rates

**Section - III** : Safety Measures

**Section – IV** : Integrity Pact

**Proforma - A** : Price Bid Format

**Proforma - B** : Bid Form

**Proforma - C** : Bank Guarantee format for Bid Security Deposit

**Proforma - D** : Bank Guarantee format for Performance Security Deposit

**Proforma - E** : Draft Agreement Copy

**Proforma - F** : Statement of Compliance/Non-Compliance

**Proforma - G** : Letter of Authority

**Proforma - H** : Certificate of annual turnover & net worth

**Proforma - I** : E-Payments vide RTGS/NEFT

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

**3.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 3.2 **All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.**

**4.0 PREPARATION OF BIDS**

**4.1 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 English translated version, which shall govern for the purpose of bid interpretation.

**4.2 BIDDER'S NAME & ADDRESS:**

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

**5.0 DOCUMENTS COMPRISING THE BID:**

- 5.1 Bids are invited under **Single Stage Two Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope super scribed as "Tender Number and due for opening on \_\_\_\_\_" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited  
Pipeline Head Quarters, Narangi  
P.O.: Udayan Vihar, Guwahati, Assam – 781171

**5.2 Envelope:**

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of **GM (Contracts)** before Bid closing date and time, **otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid documents.**

- ii) Any other document required to be submitted in original as per tender requirement.

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

**5.3 E- FORM FOR ONLINE SUBMISSION:**

**5.3.1 TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of **BEC/BRC** of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause 9.0 of this section.
- iv) Copy of Bid Security furnished in accordance with clause 10.0 of this section.
- vi) *Copy of signed Bid document without indicating prices.*

**5.3.2 COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**NOTE:**

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Deputy General Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

**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 *Unit prices must be quoted by the bidders both in words and in figures.*
- 7.2 **Price 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 ~~VAT~~, Contract Tax, Corporate income Taxes and other levies payable by the successful bidder **but excluding GST**, under the Contract for which this Bidding 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 CURRENCIES OF BID AND PAYMENT:**

- 8.1 Bid currency and payment shall be INR.

**9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in **Part-II** of the document.

**10.0 SIGNING OF BID:**

- 10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organization 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.

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 Power of Attorney in original shall be submitted by bidder as mentioned in **Para 5.2(ii) above**.

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 it's proper usage by their employees.

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Performa-H) shall be*

*accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*

- 10.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.
- 10.4 *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 initialed by the person or persons who has/have digitally signed the Bid.*
- 10.5 **Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.**

#### **11.0 BID SECURITY: NOT APPICABLE**

- 11.1 Pursuant to clause 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs.0 (Rupees Seventy Two Thousand only)**
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vides **proforma-C** or in another form acceptable to the Company issued by any of the following Banks.:
- i)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 bidder

**OR**

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

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

The Bank Guarantee shall be valid for **30 days beyond the validity of the bids** asked for in the Bid Document.

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

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

- a. (i) *“MT760/ MT760 COV for issuance of bank guarantee”*
- (ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

*The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, chibber House , G S Road, dispur, Assam , PIN- 781005.”*

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

**(b) By online Transaction**

11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

11.7 The Bid Security may be forfeited:

a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)

**or**

b) If a successful Bidder fails:

i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**

ii) **to furnish the Performance Security.**

11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*

11.9 *Central Govt. office , Micro & small Enterprises (MSME), Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme and Central Public Sector undertakings are exempted from submitting Bid Security.*

**12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.
- 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/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

**13.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

**14.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

**15.0 DEADLINE FOR SUBMISSION OF BIDS:**

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

**16.0 LATE BIDS:**

**Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.**

**17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 17.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**18.0 PRE-BID CONFERENCE/ MEETING:**

*No Pre bid Meeting is envisaged for this Tender.*

**19.0 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 debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.

**20.0 OPENING AND EVALUATION OF BID:**

- 20.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.
- 20.2 Bid for which an acceptable notice of withdrawal has been received 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 properly signed and whether the bids are generally in order.
- 20.3 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.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A 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 bidding 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 COMMERCIAL/ PRICE BIDS:**

- 21.1 *Company will open the Commercial/Price Bids of all the Technically Bidders on a specific date in presence of interested bidders.*
- 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 any Bidder does not accept the correction of the errors, their bid will be rejected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.*

**22.0 EVALUATION AND COMPARISON OF BIDS:**

- 22.1 The Company will evaluate and compare the bids as per **Section-II** of the bidding documents.
- 22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**23.0 CONTACTING THE COMPANY:**

- 23.1 Except as otherwise provided, 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.
- 23.2 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.

**24.0 AWARD OF CONTRACT**

**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.

**25.0 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.

**26.0 NOTIFICATION OF AWARD:**

26.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

26.2 *The notification of award will constitute the formation of the Contract.*

26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

**27.0 SIGNING OF CONTRACT:**

27.1 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 document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

**28.0 PERFORMANCE SECURITY**

28.1 Successful bidder shall be required to furnish an amount equivalent to **3% of the 1 (One) year to contract value** as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –D.**

A Bank Guarantee in the prescribed format vides **Proforma-D** or in another form acceptable to the Company issued by any of the following Banks.:

i)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 bidder

**OR**

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

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

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

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

- a. (i) *“MT760/ MT760 COV for issuance of bank guarantee”*  
(ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

*The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, cribber House, G S Road, Dispur, Assam, PIN- 781005.”*

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

- 28.2 The performance security ~~and retention money~~ shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.
- 28.3 The performance security as specified above must be valid for 3 months (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 28.4 Failure of the successful Bidder to comply with the requirements of clause 25.1 and /or 25.4 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

**29.0 INTEGRITY PACT (APPLICABLE FOR THIS TENDER)**

- 29.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“SECTION –V- Integrity Pact** “of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be

construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

29.2 OIL has appointed SHRI SUTANU BEHURIA, IAS (Retd b. SHRI OM PRAKASH, IPS(Retd) and SHRI RUDHRA GANGADHARAN, IAS (Retd.), CVC as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL .Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a.SHRI SUTANU BEHURIA, IAS(Retd.),  
E-mail:sutanu2911@gmail.com

b. SHRI OM PRAKASH ,IPS(Retd)  
E-Mail id:Ops2020@rediffmail.com

c. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),  
Ex-Secretary, Ministry of Agriculture  
e-mail id : rudhra.gangadharan@gmail.com

### **30.0 COST OF BIDDING:**

- 30.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 30.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

### **31.0 GENERAL:**

- 31.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 31.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 31.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

### **32.0 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.

- 33.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same.
- 33.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
- 33.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
- 33.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
- 33.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.
- 33.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.
- 33.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST ~~and Central Excise~~ Registration Certificate.
- 33.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST ~~and Central Excise~~ Registration Certificate.
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**BID REJECTION CRITERIA(BRC) / BID EVALUATION CRITERIA (BEC)**

BEC / BRC :

**1. BID REJECTION CRITERIA (BRC):**

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

**1.1. FINANCIAL REQUIREMENTS FOR BIDDERS:**

**1.1.1. Annual Financial Turnover of the bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least Rs.14,06,800.00**

For consortium: At least one member of the consortium to meet the above criteria of 50% turnover. The other members of consortium should meet minimum 25% turnover requirement.

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

1.1.3. 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 financial year ..... (as the case may be) has actually not been audited so far.

1.1.4. Documentary evidence: For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid:

1.1.4.1. 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.

OR

1.1.4.2. Audited Balance Sheet along with Profit & Loss account.

1.1.5. 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 needs to provide documentary evidence for the same.

## 1.2. TECHNICAL REQUIREMENTS FOR BIDDERS

1.2.1. Experience: Bidder must have relevant experience in carrying out similar nature of jobs with contract works in previous 7 (seven) years to be reckoned from the original bid closing date, complying with the following:

1.2.1.1. **One similar successfully completed work costing not less than Rs.23,44,600.00**

1.2.1.2. **"Similar nature of job" means the bidder shall have the experience of the bidder shall have the experience of "Providing services of supply of Labour in Central Govt. Organization/ PSU/ State Govt. Organization/ Semi-State Govt. Organization or any other Central/ State Govt. Undertaking in India" during last 7 (seven) years ending bid closing date.**

1.2.1.3. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC/ BRC.

1.2.1.4. For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

1.2.1.4.1. **In case of OIL contractors, copy of 'Certificate of Completion(COC)'/ 'Certificate of Payments (COP)'/ 'Service Entry Sheet' of jobs successfully completed, during last 7(seven) years ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.**

1.2.1.4.2. Relevant certificate issued by any other Public Sector Undertaking/Govt. Department in last seven (07) years ending bid closing date showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.

1.2.1.4.3. In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /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 the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user.

1.2.2. Other Technical criteria for bidder to qualify:

1.2.2.1. **The Bidder must have a business office establishment within 50 Km radius of Pump Station – 7, Madarihat. Documentary evidence must be provided in the form of Municipality trade license or other such documents which satisfies as a proof of having the office establishment.**

- (a) Trade License issued by the local authority in the name of the Firm or
- (b) Landline phone number in the name of the Firm or
- (c) Electricity bill for last one year in the name of the Firm

1.3. All the supporting documents in compliance to BRC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.



**1.4. Relaxation for OIL's existing contractors:**

**In case of contractors who are providing similar services of listed/unlisted contract labours to OIL (Pipeline Department at PHQ or Pump Stations) for at least six months in the last three years as on Bid Closing date (BCD) will be exempted from submission of documents under clauses of Financial and Experience criteria of BRC conditions. However, they will have to provide the following documentary evidence:**

**i) Copy of OIL's Work Order or**

**ii) Copy of OIL's Contract copy.**

**Simply mentioning of OIL Contract Number or Work Order Number without the copy will not be acceptable.**

1.5. Any bid not complying BRC requirements shall be summarily rejected.

1.6. Bidders must have PF Account in their name issued by Regional Provident Fund Commissioner and ESI registration. Documentary evidence of the same is to be submitted.

1.7. Deviation to the following provision of the tender document liable for rejection of Bid:

i. Firm price

ii. EMD / Bid Bond

iii. Scope of work

iv. Specifications

v. Price Schedule

vi. Delivery / Completion Schedule

vii. Period of Validity of Bid

viii. Liquidated Damages

ix. Performance Bank Guarantee / Security deposit

x. Guarantee of material / work

xi. Arbitration / Resolution of Dispute

xii. Force Majeure

xiii. Applicable Laws

xiv. Integrity Pact, if applicable

xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

1.8. The bidder must furnish the following:

1. Tax Exemption Certificate, if any, if applicable

2. Sales Tax registration No., if applicable

3. PAN no. (Photocopy of the PAN card required)

4. Service Tax/ GST registration No., if applicable:

5. VAT registration no., if applicable

6. Bank account no. with name of bank, type of account, Bank address & IFSC code.

7. P.F. Code, if applicable

**1.9. COMMERCIAL:**

1.9.1. Bidder shall submit the offer under "Single Stage Single Bid System".

1.9.2. Bidder shall furnish Bid Security along with Bid. Any bid not accompanied by a proper bid security will be rejected. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the bid.

1.9.3. Omitted.

1.9.4. Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. Any bid for which bid security is not received before due Date of Bid Closing will be rejected.

1.9.5. Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.

1.9.6. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.9.7. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

1.9.8. Any bid containing false statement will be rejected.

1.9.9. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

1.9.10. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.9.11. Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

1.9.12. The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.
- k) Set off clause

1.10. GENERAL:

1.10.1. In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/ modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BEC/BRC.

1.10.2. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC/BRC also and such clarification

fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily be rejected.

1.10.3. In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

1.10.4. Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

1.10.5. The original copy of documents [submitted by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

## 2. BID EVALUATION CRITERIA (BEC):

2.1. The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria.

2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of commission rates (% , percentage) quoted by the bidders.

2.3. In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.

2.4. Any discount/rebates offered 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 discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

**SECTION -I**

**GENERAL TERMS AND CONDITIONS**

- 1.0 Services of the WCL (Listed-I) shall be Eight (08) hours from Monday to Saturday per day per person.
- 2.0 The persons engaged, shall normally attend duty from 7.00 a.m. to 4.30 p.m. with 1 (One) hour and 30 (Thirty) minutes lunch break, in all working days including Saturday. Also, depending on urgency of work, the WCL may have to work overtime beyond normal 8 hours' duty.
- 3.0 Depending on operational requirement, work may have to be carried out on all days of the year including Sundays and declared Holidays.
- 4.0 For execution of the required service, the listed WCL(listed) and WCL (Unlisted) to be deployed will be identified by OIL and no lab our other then the identified lab our will be allowed to be engaged by the contractor under listed category. Category wise list of identified lab our is given below:
- 5.0 Location of work may change from time to time as per OIL's requirement.
- 6.0 There is no right to claim by the contractor for Oil India Limited's permanent jobs to his personnel nor his/her next of kin after his/her death even if death during working hours.
- 7.0 The contractor should have no claim against the company in respect of service which may be withdrawn at any stage and the contractor should be paid only for the duration of the service actually rendered shift wise strictly as per service charges. In case of absorption by OIL or demise of any service personnel the agreement will stand reduced to the balance numbers of service personnel only.
- 8.0 **OBLIGATION OF CONTRACTOR :**
  - 8.1 The Contractor must obtain 'Entry Permit' from Assistant Commandant (CISF) or Senior Manager (Security) PL of OIL for all the workers to enable them to work inside the installations.
  - 8.2 The Contractor shall provide the services as detailed above hereof and everything else necessary for the day to day running and maintaining the services in an efficient and adequate manner including supervision, accommodation at worksite for staff, office etc. The contractor shall be responsible for all taxes (except where otherwise stated), fees, insurance, medical, safety clothing and safety appliances, Provident Fund, license(s) etc. and his rates are inclusive of all such and similar charges and incidental and contingent operations which although not specifically mentioned in this service agreement are necessary for the performance of the service in satisfactory manner and up to the desired standard. The contractor will register himself with appropriate authority before entering into the agreement and should submit all documents to the concerned authority as required by the relevant authorities.

- 8.3 The contractor under this agreement shall be for the area of **Pump Station 7, Madarihat**. The services may however be extended to other areas of company's activities as determined by the company from time to time at the same rates, terms and conditions.
- 8.4 *The contractor employing 20 (twenty) or more numbers of workmen on any day of the preceding 12 months should be required to obtain requisite license at his cost from the appropriate licensing officer before undertaking any work. The contractor should also observe the rules and regulation framed under the Contract Lab our (Regulation and Abolition) Act. 1970. The liabilities of the Principal employer as fixed by this Act and rules made therein should remain with the Principal employer.*
- 8.5 The nature of company's operations envisages frequent shifting of sites/locations from place to place and the service personnel are required at/near the base site of work in the areas of activities of the company. The contractor should have to provide necessary transport to their service personnel to and from base site of the company after their periodical off days.
- 8.6 The contractor must maintain an office nearer to Company location with telephone facility. The contractor should have to provide at his own cost competent resident representative/manager at the sites along with adequate number of assistance(s)/supervisor(s) at different locations of the work for efficient execution of this agreement.
- 8.7 The contractor shall mobilize his personnel as necessary at short notice to undertake the work at any time of the day or night. The contractor's representative/Manager(s) shall be available throughout the duration of the agreement of the site for receiving and complying with any emergency.
- 8.8 The rates stipulated in Schedule of quantities (SOQ) of this agreement are all inclusive except GST and Provident Fund and the contractor agrees to perform all incidental and contingent service in a sound and workmanship like manner within the said rates which although not specially mentioned in this agreement but are essential for rendering the service.
- 8.9 The contractor should provide services required throughout the seven days of the week without any interruption.
- 8.10 The contractor is to abide by all safety regulations and fully indemnify the company against injury/loss of life to any of his personnel at any time during the execution of the Agreement. The company shall not be liable for any claim whatsoever on any account.
- 8.11 The contractor shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with regulation of the Indian Factory Regulation, 1984 or latest edition. The service provider shall also ensure that all service personnel engaged are provided with proper uniform as required by the nature of work. In case of noncompliance of the same by the service provider, the company reserves the right (a) not to allow such service personnel to

work and (b) to provide necessary protective clothing and safety gears to the contractor's service personnel and recover the cost of the same from the contractor.

- 8.12 The contractor shall ensure careful handling of the company's and third party/parties material/equipment and the contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the contractor by the company. 3
- 8.13 All service personnel deployed by the contractor in various works in sensitive areas must have proper Identity Cards with photographs duly countersigned by the authorized representative of the company.
- 8.14 The contractor should agree to provide related transport, safety gears, medical facilities and employee's contribution of Provident Fund etc. to their workmen at their cost at any location of work.
- 8.15 The contractor shall provide necessary insurance coverage of his service personnel against all risks and claims which will hold the company harmless for any action from the service personnel in case of any accident/mishap etc.
- 8.16 The service personnel engaged by the contractor, if found guilty of misconduct or misbehaviors, he/she shall be replaced by contractor on the same day but the alternate personnel will be supplied only by the company, no opinion, suggestion or any personnel supplied by the contractor would not be granted and entertained by the company. The opinion of the authorized officer of the company in this respect shall be final and shall be binding on the contractor.
- 8.17 The contractor should abide by all Lab our Laws and other contractual provisions as per agreement connected with Central and State Government. This inter alias will include Factory Act, Payment of Wages Act, Minimum Wages Act and Contract Lab our (R & A) Act Workman's Compensation Act, 1923 and The Payment of Bonus Act, 1965. The contractor should have to register himself with appropriate authority before entering in the agreement and should submit all documents to the concerned authority as required by the relevant authorities.
- 8.18 The contractor shall not be entitled to transfer or assign his interest under this agreement to third party.
- 8.19 It will be the responsibility of the contractor to arrange transportation of his employees. In case, any time service personnel of the contractor is/are traveling in company's vehicle due availability of space and the vehicle meet with an accident, the company shall have no responsibility or obligation in respect of any loss/injury sustained by such employee(s) of the service provider due to the accident and any claims whatsoever arising there from.
- 8.20 The contractor should ensure observation of working hours and provision of rest days to the service personnel and other requirement under the existing laws.

- 8.21 The contractor should have to ensure observation of working hours and provision of rest days to the service personnel and other requirement under the existing laws.
- 8.22 *Each lab our engaged under this Contract shall have adequate Insurance Coverage under Workmen Compensation Act 1923 for the entire duration of the contract. The amount of coverage and premium thereof will be intimated by the Company's Authorized Personal. The premium amount will be reimbursed by the Company (OIL) on producing documentary evidence and such reimbursement shall be made without any service commission on the reimbursed amount.*

9.0 **POWERS OF COMPANY OFFICER /AUTHORIZED REPRESENTATIVE:**

- 9.1 The services shall be to the satisfaction of the company's officer who shall have powers, amongst other, to:
- i. Advise the contractor to remove immediately cause of unsatisfactory performance of the service.
  - ii. Advise the contractor from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary by the company. Non compliance of the instructions will make the contractor liable for liquidated damage/penalty as determined by the company.
- 9.2 In the event the contractor fails to render the services in most efficient and workman like manner under his supervision, the company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher cost, if any, will be recoverable from the contractor's outstanding bills or his security deposit.
- 9.3 The company reserves the right to increase or decrease the number of service personnel under any or both the categories of services. Further, the service provider will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the company but without any extra handling/service charges.

10.0 **PENALTY:**

The contractor shall commence to supply of regular and continuous service at all places as per this agreement on due date specified in the work order. Failure to commence the services will attract penalty and decision of the company in this regard will be final and binding.

11.0 **TERMINATION:**

- 11.1 In the event of contractor failure to commence the services within stipulated period or to render proper services as per terms of this agreement (including the extended period, if any), the company reserves the right to terminate this agreement wholly or partially, with 7(seven) days notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the contractor shall

not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

- 11.2 The company reserves the right to terminate this agreement any time with 7 (seven) days notice for contractor's failure to provide full time supervisors any day in a month during continuance of the Agreement. Supervisors must report to the in-charge of the services of the company daily in the morning at 07:00 hrs on all working days for necessary instruction, if any.
- 11.3 The company will assess the performance of the contractor regularly for regular payment to their employees and rendering proper services, failing which the company will have the option to terminate the agreement.
- 11.4 The company also reserves the right to terminate the agreement for failure on the part of the contractor of this agreement due to the following reasons:
- a) Poor interpersonal relationship
  - b) Poor monitoring and follow-up.
  - c) Improper and untimely payment to their service personnel.
  - d) Poor dealing with their service personnel/employees.

12.0 **DURATION OF THE CONTRACT:**

*The duration of the contract will be for a period of **4(Four) years**.*

13.0 **PERFORMANCE SECURITY DEPOSIT:**

- 13.1 Contractor shall be required to furnish an amount equivalent to **3%** of the contract value for 1 (One) year as Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma -D**.

A Bank Guarantee in the prescribed format vides **Proforma-D** or in another form acceptable to the Company issued by any of the following Banks.:

i) 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 bidder

**OR**

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

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



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

- a. (i) *“MT760/ MT760 COV for issuance of bank guarantee”*
- (ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

*The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, cribber House, G S Road, Dispur, Assam, PIN- 781005.”*

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

- 13.2 The Performance Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full.
- 13.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- 13.4 The Performance Security will not accrue any interest.

#### 14.0 **PAYMENT TERMS:**

- 14.1 The company shall make payment, subject to adjustment/deduction of TDS as necessary for the service, rendered in each calendar month before the 7<sup>th</sup> day of the subsequent calendar month on the basis of rates finalized by OIL and as mentioned in SOQ of this service agreement, provided bills which are to be submitted by the service provider are received not later that end day of subsequent calendar month. However, due to unforeseen delay from the company, the contractor should pay the wages to his labours from his end within 7<sup>th</sup> day of every month.
- 14.2 Wages should be paid regularly in presence of authorized representative of company within 7<sup>th</sup> of following month by the contractor to the service personnel directly without the intervention of any middleman and that the contractor should ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of the service personnel. In case the company receives any complaint from the service personnel deployed by the contractor the company shall be at liberty to take any action as deemed fit.
- 14.3 Payment to the contractor against the contract would be done on reimbursement basis. The company will also reimburse to the contractor for any overtime work required to be done by the lab ours as per rules. However, extra handling/Service charges for overtime hours shall not be applicable for which the contractor should not have any objection.

- 14.4 The contractor will be required to pay the arrear wages to his service personnel due to the Ex-Post-Facto revision of wages which will be reimbursed by the company. The contractor is also required to deposit the arrear Provident Fund/ESI etc. with the Government Authorities due to Ex. Post-Facto revision of Wages/Rates. The company will reimburse such arrear wages/deposits to the contractor.
- 14.5 The contractor must make payment duly witnessed by authorized representative of company to his service personnel under the agreement by 7<sup>th</sup> of every following month irrespective of payment of his bill by the company.
- 14.6 The transportation cost of service personnel included in the rates for service personnel is excluding of work to be undertaken on the instance of the company (OIL) at places outside the works sphere specified.

15.0 **FORCE MAJUERE:**

- 15.1 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.
- 15.2 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.
- 15.3 Should `force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the `force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such `force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

**16.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

16.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :

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

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

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

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

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

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

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

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

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

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

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

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. 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.

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

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

The venue of all arbitrations under both 16.1 & 16.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

17.0 **AMENDMENTS:**

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an “Amendment to Agreement” duly signed by authorized representative of the company and contractor.

18.0 **SAFETY, HEALTH AND ENVIRONMENT (SHE):**

- 18.1 It will be solely the contractor’s responsibility to fulfill all the legal formalities with respect to the Safety, Health and Environmental aspects of the entire job (namely, the person employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating.
- 18.2 Every person deployed by the contractor in a Factory must wear safety gadgets to be provided by the contractor. The contractor shall provide proper personnel protective equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company Personal Protective Equipment (PPE) schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be Director General Mines Safety (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 contractor’s sole responsibility to ensure that the persons engaged by him in the Factory use proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 18.3 The contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machine and material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 18.4 The contractor shall provide a copy of the SOP to the person designated by the Factory Manager who shall be supervising the contractor’s work.
- 18.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Factory Manager.
- 18.6 All persons deployed by the contractor for working in a Factory must undergo Vocational Training, Initial Medical Examination, Periodical Medical Examination. They should be issued cards stating the name of the service provider and the work and its validity period, indicating status VT, IME and PME.
- 18.7 The contractor should be submitted to Factory returns indicating name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold Vertigo Test Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

- 18.8 It will be entirely the responsibility of the contractor/his supervisor/representative to ensure strict adherence to all Safety, Health and Environment measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's installation Manager/ Safety Officer/ Engineer/Official/ Supervisor/ Junior Engineer for safe operation.
- 18.9 Any compensation arising out of the job carried out by the service provider whether related to pollution, safety or health will be paid by the contractor only.
- 18.10 Any compensation arising due to accident of the contractor's personnel while carrying out the job will be payable by the contractor only.
- 18.11 The contractor should have to report all incidents including near miss to Installation Manager/Departmental representative of the concerned department of OIL.
- 18.12 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 18.13 If the company arranges any safety or other class/training for the working personnel at site (company employee, contractor worker, etc) the contractor should not have any objection for such training provided to his personnel.
- 18.14 ***The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the workers below 45 years of age and every three years for workers of above 45 years of age.***
- 18.15 The contractor has to arrange daily tool box meeting, regular site safety meetings and maintain all records etc.
- 18.16 Records of daily attendance, accident report etc. are to be maintained in applicable form (as per Factory Act 1948) by the contractor. Also this is entirely the contractor's responsibility to maintain all registers as per statutory norms.
- 18.17 A contractor's worker must, while at work, take reasonable care for the health and safety of people who are at the worker, place of work and who may be affected by the worker act or omissions at work.
- 18.18 A contractor's personnel 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 safety, health and welfare of the personnel or any other person.
- 18.19 Contractor's arrangements for health and safety management shall be consistent with those for the Factory owner.

- 18.20 In case contractor is found non-compliant of SHE laws as required, company will have the right for dieting the service provider to take action to comply with the requirements and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 18.21 When there is a significant risk to safety, health and environment of a person or place arising because of a non-compliance of SHE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 18.22 The contractor should frame a mutually agreed bridging document between OIL and the contractor with roles and responsibilities clearly defined.
- 18.23 For any Safety Health & Environment (SHE) matters not specified in this contract document, the contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

19.0 **WAGES AND OTHER BENEFIT TO WCL:**

The Work Contract Lab ours WCL, Listed, who are being engaged shall be entitled to the following wages and benefits vide Ref. No. **PL/ER/20-1/20/10614 dated: 26.02.2020**

Wages: To be paid as per the following rates who are eligible for annual increment:

A) **Following rates for UnSkilled WCL Listed, CAT-I**

- a) **Rs1007.67 per day unskilled WCL Listed,**
- b) **RS.42.92 per hour ordinary over time for working beyond 8 hrs. normal working.**
- c) **Rs. 111.36 per hour Holiday over time for working beyond 8 hrs normal working.**
- d) **Rs.222.73 per hour Double over time for working beyond 8 hrs normal**

B) **Following rates for UnSkilled WCL Listed, CAT-II**

1. **Rs620.62 per day unskilled WCL Listed,**
2. **RS.42.08 per hour ordinary over time for working beyond 8 hrs. normal working.**
3. **Rs.70.42 per hour Holiday over time for working beyond 8 hrs normal working.**
4. **Rs.140.85 per hour Double over time for working beyond 8 hrs normal**

C) **Following rates for UnSkilled WCL Listed, CAT-II**

1. **Rs608.45 per day unskilled WCL Listed,**
2. **RS.41.26 per hour ordinary over time for working beyond 8 hrs. normal working.**
3. **Rs.69.04 per hour Holiday over time for working beyond 8 hrs normal working.**
4. **Rs.138.09 per hour Double over time for working beyond 8 hrs normal**

D) **Following rates for UnSkilled WCL Listed, CAT-II**

1. **Rs596.52 per day unskilled WCL Listed,**
2. **RS.40.45 per hour ordinary over time for working beyond 8 hrs. normal working.**

3. **Rs.67.69** per hour Holiday over time for working beyond 8 hrs normal working.
4. **Rs.135.38** per hour Double over time for working beyond 8 hrs normal

Above rate is inclusive of Basic + DA + HRA + CA allowance and exclusive of Company's contribution of Provident Fund, Contractor's Commission, OT and GST as applicable. The above rates of wages are inclusive of Rest day wage i.e. no extra wages is payable for Rest day (One in every 6 days continuous work day).

- i) **Total Service Commission to the contractor will be calculated based on the quoted service commission in % (percentage) on the above rates.**
- ii) These **WCL LISTED**s are also entitled for enhanced rate as and when revised by Company and as advise by the department and should be disbursed accordingly. Such enhancement will be reimbursed by OIL.
- iii) Annual Increment: Annual increment will be paid @2% of their basic pay payable from 1st January of each year.
- iv) Holidays: The **Listed, Category** will be entitled for 09 (nine) days paid holidays per annum on the following occasions provided the same do not fall on Sunday/additional holiday(s). However, if any additional holiday(s) is/are declared under the Negotiable Instruments Act by the Govt. the benefits will be extended to the WCL (Listed) :
  1. Republic Day
  2. Independence Day
  3. Mahatma Gandhi's Birthday
  4. Bohag Bihu
  5. Magh Bihu
  6. Durga Puja
  7. Ganesh Puja
  8. Diwali
  9. Chhatt Puja/Kati Bihu/'Eid
- (v) Halting Allowance: Rs.300.00 will be applicable in case when Night Halt outside the place of work and Rs.150.00 when no night halt is required. (this benefit will be effective from the date of signing of this MOs
- (vi) The contractor should have to ensure payment of wages to the WCL Listed by contractors within 7<sup>th</sup> day of every month.
- (vii) Provident Fund: Company will pay the employer's contribution of Provident Fund amount @ 12% of the Basic pay + DA per month. However, Contractor shall be responsible to deposit such PF amount to the concerned Provident Fund office.



- viii) Annual Leave with wages - 18 (Eighteen days) annual leave with wages will be granted @1.5 days per month.
- ix) Casual Leave: 07 (seven) days casual leave with wages will be granted per annum.
- x) Weekly Rest Day Wages: The intervening national and festival holidays (if applicable) shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labour concerned is present on other working days of the week.
- xi) Overtime: Overtime wages shall be paid to the Category- II (unskilled) WCL Listed-I as per rules whenever they are engaged to work beyond 08 (eight) hours a day.

20.0 **BILLING CYCLE:** Payment will be on monthly basis and the billing cycle will be on completion of each month. Contractor should submit his bills in triplicate to the sectional head of concerned section.

21.0 **Contractor should have to ensure that the applicable wages are disbursed to the identified Listed/unlisted—WCLs after deducting Provident Fund (employee's contribution) @ 12% of MOS rate. For listed WCL Contractor has to deposit the total PF amount (OIL's contribution + WCL Contribution) to the Concerned Provident Fund office and documentary evidence in the form of statutory payment of wages sheet should be submitted to the concerned section along with bill in triplicate. Contractor shall not be paid any extra commission for depositing the PF amount to Concern Provident Fund office.**

**Contractor should have to ensure that the applicable wages are disbursed to the identified WCLs after deducting Provident Fund (employee's contribution) @ 12% of MOS rate. For WCLs.**

22.0 Impersonation will be taken care by law of the land. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.

23.0 Daily wages will be based Eight (08) hours from Monday to Saturday per day per person.

24.0 The payment, however, shall be made on actual and on pro-rata basis.

25.0 Contractor(s) whosoever is liable to be covered under the Provident Fund (P.F.) Act and contract cost is inclusive 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 provision 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 month 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 12% P.F. contribution on wage component.

26.0 **SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract 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 contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

27.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28.0 **INDEMNITY CLAUSE**

The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Factory Act-1948, whichever is applicable.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952. Act.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Lab our appointed by the Contractor. Such Statutory increase in the wage rates of Contract Lab our shall be borne by the contractor.

29.0 In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contract.

30.0 ***The Bidder must have a business office establishment for at least one year within a radial distance of about 50 KM of the area of operation where the services need to be provided.***

**The details Office Establishment of the Bidder / Contractor is given as under:**

Full Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pin Code : \_\_\_\_\_

Name of Contact Person : \_\_\_\_\_

Phone No. of Contact Person : \_\_\_\_\_

**31.0 GOODS AND SERVICES TAX**

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

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

**31.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

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

**31.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

- 31.4.1** Bidder should also mention the **Harmonized System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.
- 31.5** **Where the OIL is entitled to avail the input tax credit of GST:**
- 31.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 31.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 31.6** **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 31.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 31.6.2** The bids will be evaluated based on total price including **GST**.
- 31.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 31.8** **Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL.** In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 31.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
- 31.10** **GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.**
- 31.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

- 31.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 31.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 31.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 31.15** **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
- 31.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 31.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 31.18** 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
- 31.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 31.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

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

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

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

- 31.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 31.22** **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- 31.23** **OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.**
- 31.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 31.25** **Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
  - b) Serial number of the invoice;
  - c) Date of issue;
  - d) Name, address and GSTIN or UIN, if registered of the recipient;
  - e) Name and address of the recipient and the address of the delivery, along with the State and its code,
  - f) HSN code of goods or Accounting Code of services[SAC];
  - g) Description of goods or services;
  - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - i) Total value of supply of goods or services or both;
  - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - k) Rate of tax (IGST, CGST, SGST/ UTGST, chess);
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- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, chess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

### **31.26 Anti-profiteering clause**

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

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

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**SECTION – II****SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES****TENDER NO : CGI7940P22**

<b>Sl. No.</b>	<b>Description of work / service</b>	<b>Quantity</b>	<b>Unit/No.</b>	<b>Unit Rate (Rs)</b>	<b>Total (Rs)</b>
10	WCL(Listed-I) (Cat-I): Payment of wages	2,920	MD	1007.67	<b>Bidders not to Quote against this Item</b>
20	WCL(Listed-I) (Cat-I): Ordinary OT(OOT)	3,840.0	HR	42.92	<b>Bidders not to Quote against this Item</b>
30	WCL(Listed-I) (Cat-I): Double OT(DOT)	5,760.0	HR	222.73	<b>Bidders not to Quote against this Item</b>
40	WCL(Listed-I) (Cat-I): Holiday OT(HOT)	3,904.0	HR	111.36	<b>Bidders not to Quote against this Item</b>
50	WCL(Listed-I) (Cat-II): Payment of wages	4,380	MD	620.62	<b>Bidders not to Quote against this Item</b>
60	WCL(Listed-I) (Cat-II): Ordinary OT(OOT)	5,760.0	HR	42.08	<b>Bidders not to Quote against this Item</b>
70	WCL(Listed-I) (Cat-II): Double OT (DOT)	8,640.0	HR	140.85	<b>Bidders not to Quote against this Item</b>
80	WCL(Listed-I) (Cat-II): Holiday OT(HOT)	5,856.0	HR	70.42	<b>Bidders not to Quote against this Item</b>
90	WCL(Listed-I) (Cat-II): Payment of wages	1,460	MD	608.45	<b>Bidders not to Quote against this Item</b>
100	WCL(Listed-I) (Cat-II): Ordinary OT(OOT)	1,920.0	HR	41.26	<b>Bidders not to Quote against this Item</b>



**E-TENDER: CGI7940P22**

110	WCL(Listed-I) (Cat-II): Double OT (DOT)	2,880.0	HR	138.09	<b>Bidders not to Quote against this Item</b>
120	WCL(Listed-I) (Cat-II): Holiday OT(HOT)	1,952.0	HR	69.04	<b>Bidders not to Quote against this Item</b>
130	WCL(Listed-I) (Cat-II): Payment of wages	1,460	MD	596.52	<b>Bidders not to Quote against this Item</b>
140	WCL(Listed-I) (Cat-II): Ordinary OT(OOT)	1,920.0	HR	40.45	<b>Bidders not to Quote against this Item</b>
150	WCL(Listed-I) (Cat-II): Double OT (DOT)	2,880.0	HR	135.38	<b>Bidders not to Quote against this Item</b>
160	WCL(Listed-I) (Cat-II): Holiday OT(HOT)	1,952.0	HR	67.69	<b>Bidders not to Quote against this Item</b>
170	Halting charges without night halt	3,360	DAY	150	<b>Bidders not to Quote against this Item</b>
180	Halting charges with night halt	1,344	DAY	300	<b>Bidders not to Quote against this Item</b>
190	Contractors commission from @5% to 7.5%				<b>Bidders to Quote %</b>

**NOTE : 1.0:** The bidders must quote the profit, establishment and handling element in percentage terms on total value of man days and OT values only as indicated, where the lower ceiling of the same will be fixed a **5% (Five Percent) and the upper ceiling will be fixed as 7.5% (Ten Percent).** The percentage value up to two decimal point will be considered. The bidder quoting below **5% and above 7.5%** will be summarily rejected.

**2.0 :** Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**

**3.0:** Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide Annexure-A for compliance.

**4.0:** Price bid to be signed and sealed by the authorized signatory of the Firm

**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**  
**(For Supplies/ Services during GST Regime i.e., New Tender)**

**INDIRECT TAXES/ 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.** 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, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the 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-Profiteering 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. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction

in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

**6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

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

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. 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.
9. 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.
10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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**SECTION III**

**SPECIAL TERMS & CONDITIONS**

**SCOPE OF THE WORK:**

The scope of the work is as under

1.0) WCL(Listed-I)'s will be engaged for assisting in various jobs as assigned by concerned sectional officers. Duty type/ section/ area of WCL (Listed-I) may be changed from one to another based on OIL's operational/ maintenance requirement.

2.0) The contractor shall impart basic knowledge for safety and risk hazards to all the WCL(Listed-I)'s. The contractor shall take care of their safety and health insurance.

3.0) WCLs engaged are to be insured with suitable Workmen's Compensation Insurance Policy for the contract period for legal liability coverage against obligations imposed by the Workmen's Compensation Insurance Act, 1923 and subsequent amendment to the said Act and other worker's compensation statutes. Cost of insurance will be reimbursed as actuals on submission of documentary proof.

4.0) All WCL(Listed-I) under the contract shall maintain good health. The contractor shall ensure work fitness of the workers by Medical examination prior to engagement in work. Periodic Medical Examination (PME) is to be carried out complying to the applicable Statutory Rules & Regulations. Fitness certificates shall be submitted before engaging the workers under the contract. Cost of above fitness tests/ Medical Examinations will be reimbursed as actuals on submission of documentary proofs.

5.0) PF will be deducted from each WCL(Listed-I) as per Govt. of India directives and deposited in the proper account.

6.0) The contractor shall compulsorily maintain all statutory ledgers, registers as per the Factories Act 1948 & the West Bengal Factories Rules 1958, Contract Labour (R&A) Act 1970 & the Rules, Labour Commissioner's guidance issued from time to time with documentary evidence up to the satisfaction of WCLs and to keep in ready condition when on demand including monthly attendance, wages slip, leave record, Overtime data, bonus, ex-gratia etc. as required by WCL(Listed-I) and labour commissioner.

Following registers and records related to Minimum Wages Act 1948 and rules thereunder shall be maintained in addition to others:

- (i) Muster Roll in Form V
- (ii) Register of Wages in Form – X
- (iii) Register of Overtime in Form-IV
- (iv) Register of Fine in Form-I
- (v) Register of deduction for damage or loss in Form-II
- (vi) wage slip

7.0) All WCL(Listed-I)'s shall maintain office timings, punctuality, and discipline as per conduct and rules of the Company. Services of the Work Contract Labours (WCL) shall normally be 8(eight) hours per day per person (excluding break time) which may be general/ shift duty, as necessitated. WCL(Listed-I)'s shall work overtime on week days or on holidays, if required.

8.0) All WCL(Listed-I)'s shall obey and follow instructions given by OIL personnel and In Charge of the contractor or his representative.

9.0) Wages, other benefits, bonus, leave, holidays etc. for WCL(Listed-I), shall be guided by CLC notifications, statutory provisions, Memorandum of Settlement (if any) and other notifications provided by the OIL Management applicable during the contract period.

10.0) There is no right to claim by the contractor for Oil India Limited permanent jobs to his personnel or his /her next of kin after his/her death, even in case of death during working hours.

11.0) The contractor shall have no claim against the company in respect of service which may be withdrawn at any stage and the contractor should be paid only for the duration of the service actually rendered shift wise strictly as per service charges. In case of superannuation from service by age, absorption by OIL or demise of any service personnel the agreement will stand reduced to the balance numbers of service personnel only.

12.0) The contractor being the employer of the workmen engaged by them shall be fully responsible for complying with provisions of undernoted acts & rules framed thereunder:

- a) The Factories Act 1948, the West Bengal Factories Rules 1958 & amendments.
- b) The Minimum Wages Act 1948 & latest gazette notifications published from time to time.
- c) The Payment of Wages Act 1936 & any latest amendments therof.
- d) All statutory obligations arising out of the Payment of Bonus Act 1965 & amendments.
- e) All statutory obligations arising out of The Employees' Provident Funds & Miscellaneous Provisions Act 1952 & amendments
- f) The Contract Labor (Regulation and Abolition) Act, 1970 and rules framed thereunder
- g) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and rules framed thereunder
- h) All other acts & statutes as may be applicable from time to time.

#### **8.0 OBLIGATION OF CONTRACTOR :**

8.1 The Contractor must obtain 'Entry Permit' from Assistant Commandant (CISF) or Senior Manager (Security) PL of OIL or Installation Manager for all the workers to enable them to work inside the installations.

8.2 The Contractor shall provide the services as detailed above hereof and everything else necessary for the day to day running and maintaining the services in an efficient and adequate manner including supervision, accommodation at worksite for staff, office etc. The contractor shall be responsible for all taxes (except where otherwise stated), fees, insurance, medical, safety clothing and safety appliances, Provident Fund, license(s) etc. and his rates are inclusive of all such and similar charges and incidental and contingent operations which although not specifically mentioned in this service agreement are necessary for the performance of the service in satisfactory manner and up to the desired standard. The contractor will register himself with appropriate authority before entering into the agreement and should submit all documents to the concerned authority as required by the relevant authorities.

8.3 The contractor under this agreement shall be for the area of PS.7, Madarihata, West Bengal. The services may however be extended to other areas of companys activities as determined by the company from time to time at the same rates, terms and conditions.

8.4 The contractor employing 20 (twenty) or more numbers of workmen on any day of the proceeding 12 months should be required to obtain requisite license at his cost from the appropriate licensing officer before undertaking any work. The contractor should also observe the rules and regulation framed under the Occupational Safety, Health and Working Conditions Code, 2020. The liabilities of the Principal employer as fixed by this Act and rules made therein should remain with the Principal employer.

8.5 The nature of companys operations envisages frequent shifting of sites/locations from place to place and the service personnel are required at/near the base site of work in the areas of activities of the company. The contractor should have to provide necessary transport to their service personnel to and from base site of the company after their periodical off days.

8.6 The contractor must maintain an office nearer to Company location with telephone facility. The contractor should have to provide at his own cost competent resident representative/manager at the sites along with adequate number of assistance(s)/supervisor(s) at different locations of the work for efficient execution of this agreement.

8.7 The contractor shall mobilize his personnel as necessary at short notice to undertake the work at any time of the day or night. The contractors representative/Manager(s) shall be available throughout the duration of the agreement of the site for receiving and complying with any emergency.

8.8 The rates stipulated in Schedule of quantities (SOQ) of this agreement are all inclusive except Service Tax and Provident Fund and the contractor agrees to perform all incidental and contingent service in a sound and workmanship like manner within the said rates which although not specially mentioned in this agreement but are essential for rendering the service.

8.9 The contractor should provide services required throughout the seven days of the week without any interruption.

8.10 The contractor is to abide by all safety regulations and fully indemnify the company against injury/loss of life to any of his personnel at any time during the execution of the Agreement. The company shall not be liable for any claim whatsoever on any account.

8.11 The contractor shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with regulation of the Occupational Safety, Health and Working Conditions Code, 2020 or West Bengal Factories Rules 1958, or the latest edition(s). The service provider shall also ensure that all service personnel engaged are provided with proper uniform as required by the nature of work. In case of noncompliance of the same by the service provider, the company reserves the right (a) not to allow such service personnel to work and (b) to provide necessary protective clothing and safety gears to the contractor's service personnel and recover the cost of the same from the contractor.

8.12 The contractor shall ensure careful handling of the company's and third party/parties material/equipment and the contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the contractor by the company.

8.13 All service personnel deployed by the contractor in various works in sensitive areas must have proper Identity Cards with photographs duly countersigned by the authorized representative of the company.

8.14 The contractor should agree to provide related transport, safety gears, medical facilities and employee#s contribution of Provident Fund etc. to their workmen at their cost at any location of work.

8.15 The contractor shall provide necessary insurance coverage of his service personnel against all risks and claims which will hold the company harmless for any action from the service personnel in case of any accident/mishap etc.

8.16 The service personnel engaged by the contractor, if found guilty of misconduct or misbehaviors, he/she shall be replaced by contractor on the same day but the alternate personnel will be supplied only by the company, no opinion, suggestion or any personnel supplied by the contractor would not be granted and entertained by the company. The opinion of the authorized officer of the company in this respect shall be final and shall be binding on the contractor.

8.17 The contractor should abide by all Labour Laws and other contractual provisions as per agreement connected with Central and State Government. This inter alias will include Occupational Safety, Health and Working Conditions Code, 2020, Payment of Wages Act, Minimum Wages Act and Contract Labour (R & A) Act Workman#s Compensation Act, 1923 and The Payment of Bonus Act, 1965. The contractor should have to register himself with appropriate authority before entering in the agreement and should submit all documents to the concerned authority as required by the relevant authorities.

8.18 The contractor shall not be entitled to transfer or assign his interest under this agreement to third party.

8.19 It will be the responsibility of the contractor to arrange transportation of his employees. In case, any time service personnel of the contractor is/are traveling in company#s vehicle due availability of space and the vehicle meet with an accident, the company shall have no responsibility or obligation in respect of any loss/injury sustained by such employee(s) of the service provider due to the accident and any claims whatsoever arising there from.

8.20 The contractor should have to ensure observation of working hours and provision of rest days to the service personnel and other requirement under the existing laws.

#### **9.0 POWERS OF COMPANY OFFICER /AUTHORIZED REPRESENTATIVE:**

9.1 The services shall be to the satisfaction of the company's officer who shall have powers, amongst other, to:-

- i) Advise the contractor to remove immediately cause of unsatisfactory performance of the service.
- ii. Advise the contractor from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary by the company. Non compliance of the instructions will make the contractor liable for liquidated damage/penalty as determined by the company.

9.2 In the event the contractor fails to render the services in most efficient and workman like manner under his supervision, the company reserves the right to obtain the services from any other

agency at Contractor's risk and cost. The difference of higher cost, if any, will be recoverable from the contractor's outstanding bills or his security deposit.

9.3 The company reserves the right to increase or decrease the number of service personnel under any or both the categories of services. Further, the service provider will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the company but without any extra handling/service charges.

**10.0 PENALTY:**

The contractor shall commence to supply of regular and continuous service at all places as per this agreement on due date specified in the work order. Failure to commence the services will attract penalty and decision of the company in this regard will be final and binding.

**11.0 TERMINATION:**

11.1 In the event of contractor failure to commence the services within stipulated period or to render proper services as per terms of this agreement (including the extended period, if any), the company reserves the right to terminate this agreement wholly or partially, with 7(seven) days notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

11.2 The company reserves the right to terminate this agreement any time with 7 (seven) days notice for contractor's failure to provide full time supervisors any day in a month during continuance of the Agreement. Supervisors must report to the in-charge of the services of the company daily in the morning at 07:00 hrs on all working days for necessary instruction, if any.

11.3 The company will assess the performance of the contractor regularly for regular payment to their employees and rendering proper services, failing which the company will have the option to terminate the agreement.

11.4 The company also reserves the right to terminate the agreement for failure on the part of the contractor of this agreement due to the following reasons:

- a) Poor interpersonal relationship
- b) Poor monitoring and follow-up.
- c) Improper and untimely payment to their service personnel.
- d) Poor dealing with their service personnel/employees.

**12.0 PAYMENT TERMS:**

12.1 The company shall make payment, subject to adjustment/deduction of TDS as necessary for the service, rendered in each calendar month before the 7th day of the subsequent calendar month on the basis of rates finalized by OIL and as mentioned in SOQ of this service agreement, provided bills which are to be submitted by the service provider are received not later than end day of subsequent calendar month. However, due to unforeseen delay from the company, the contractor should pay the wages to his labours from his end within 7th day of every month.

12.2 Wages should be paid regularly in presence of authorized representative of company within 7th of following month by the contractor to the service personnel directly without the intervention of any middleman and that the contractor should ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of the service personnel. In case the company receives any complaint from the service personnel deployed by the contractor the company shall be at liberty to take any action as deemed fit.



12.3 Payment to the contractor against the contract would be done on reimbursement basis. The company will also reimburse to the contractor for any overtime work required to be done by the labours as per rules. However, extra handling/Service charges for overtime hours shall not be applicable for which the contractor should not have any objection.

12.4 The contractor will be required to pay the arrear wages to his service personnel due to the Ex-Post-Facto revision of wages which will be reimbursed by the company. The contractor is also required to deposit the arrear Provident Fund/ESI etc. with the Government Authorities due to Ex-Post-Facto revision of Wages/Rates. The company will reimburse such arrear wages/deposits to the contractor.

12.5 The contractor must make payment duly witnessed by authorized representative of company to his service personnel under the agreement by 7th of every following month irrespective of payment of his bill by the company.

12.6 The transportation cost of service personnel included in the rates for service personnel is excluding of work to be undertaken on the instance of the company (OIL) at places outside the works sphere specified.

### 13.0 **FORCE MAJUERE:**

In the event of force majeure conditions involving war, hostilities, riots, civil commotion, earthquake, strikes/lockouts whether legal/illegal etc. prevailing and continuing for more than 15 days, the company shall be entitled to terminate the agreement by giving 15 days notice thereof in writing, after the first day of force majeure.

### 14.0 **WAGES AND OTHER BENEFIT TO WCL:**

The listed Work Contract Labours (WCL) who are being engaged shall be entitled to the following wages and benefits:

Wages: To be paid as per the following rates:

- a) **Rs 663.91 per day to Category-II.**
- b) **OOT = Rs 46.59, HOT= Rs 75.07, DOT= Rs 150.14 for Category-II.**

Above rate is as per OIL#s circular No. PL/ER/5-3/2014/2881 of 24-02-2014 as per Mos. adding annual increment, other allowance (as applicable), Co#s Contribution, Medical, House Rent and exclusive of Company's contribution of Provident Fund, Contractors Commission and Service Tax as applicable)

The contractor should have to ensure payment of wages to the listed WCL by contractors within 7th day of every month.

**Provident Fund:** Company will pay the employer's contribution of Provident Fund amount @ 13 % of the prevailing RLC rate for wage of eligible labour.

**Leave with wages:** Listed WCLs will be granted 09 days paid holidays (if not Sunday or Holiday and to WCLs will be granted 25 (twenty five) days leave per annum (Calendar year).

**Weekly Rest Day Wages:** The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labour concerned is present on other working days of the week.

**Overtime:** Overtime shall be paid to the listed WCLs as and when they are made to work on overtime above the 8 hours normal working hours.

15.0 BILLING CYCLE: Payment will be on monthly basis and the billing cycle will be on completion of each month. Contractor should submit his bills in triplicate to the sectional head of concerned section.

16.0 Contractor should have to ensure that the applicable wages are disbursed to the identified Listed WCLs after deducting Provident Fund (employee's contribution) @ 13% of (Basic+ DA) which would be deposited to Provident Fund office and documentary evidence in the form of statutory payment of wages sheet should be submitted to the concerned section along with bill in triplicate.

17.0 Impersonation will be taken care by law of the land. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.

18.0 Daily wages will be based on 8 (eight) hours a day including Saturday.

19.0 The payment, however, shall be made on actual and on pro-rata

#### SAFETY MEASURES:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Selected bidder shall ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a Factory must wear safety gadgets to be provided by OIL. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the Factory uses the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

4. The contractor shall provide a copy of the SOP to the person designated by the Factory owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by Factory Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Factory owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a factory must undergo required Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating their status.

8. The contractor shall submit returns to RLC/Concerned statutory authority indicating name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

13. The contractor shall have to report all incidents including near miss to Factory Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Canters as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be as per applicable rules.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in prescribed Form (as per latest / applicable Factory Rules) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
22. Contractor's arrangements for health and safety management shall be consistent with those for the factory owner.
23. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
25. The contractor should prevent the frequent change of his contractual employees as far as practicable.
26. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
27. 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.
28. The contractor shall fully understand OIL's HSE policy and should take necessary steps to align his HSE policy accordingly so as to accommodate and implement OIL's HSE policy in the jobs undertaken by him.

**\*\*\*\*\***

**SECTION – IV**

**SAFETY MEASURES & COMPLIANCE FORMAT**

To  
CGM (PLS)  
OIL INDIA LIMITED  
GUWAHATI

**SUB: SAFETY MEASURES**

**Tender No : CGI7940P22 P21**

**Description of Work :**

**Hiring services of 7(seven) nos. Work Contract Labour(Listed-I),comprising of skilled and unskilled at PS-7/IP-4,Madarihat for a period of 4(four) years.**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act,1948 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

M/s \_\_\_\_\_

Dated \_\_\_\_\_

For & On Behalf Of Contractor

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**SECTION-V**

**INTEGRITY PACT (APPLICABLE FOR THIS TENDER)**

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 Page 2 of 6 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.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9-Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

### **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 Earnest Money Deposit / Bid Security.

(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 Security Deposit / Performance Bank Guarantee.

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 of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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**

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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.

Date .

-----  
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**PROFORMA-A**

**PRICE BID FORMAT**

**As per Section –II of the tender document and shall be quoted on line Format.**

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**PROFORMA - B**

**BID FORM**

To  
THE GENERAL MANAGER (CONTRACTS) PL  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. GUWAHATI-781171  
DIST. KAMRUP(M)  
ASSAM

Sub: IFB No. : **CGI7940P22**

Dear Sir,

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 \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form 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 Company's LOA.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening 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 \_\_\_\_\_ 2020.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA – C**

LETTER OF AUTHORITY

To  
THE GENERAL MANAGER (CONTRACTS) PL  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. GUWAHATI-781171  
DIST. KAMRUP(M)  
ASSAM

Sir,

Sub: IFB No. **CGI7940P22**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) as authorized to represent us to Bid, negotiate and conclude  
the agreement on our behalf with you against Invitation  
No.: \_\_\_\_\_ for **“Hiring services of 7(seven) nos. Work Contract  
Labour(Listed-I),comprising of skilled and unskilled at PS-7/IP-4,Madarihat for a period of  
4(four) years.”**

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

Yours Faithfully,

Signature: \_\_\_\_\_

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

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

For & on behalf of: \_\_\_\_\_

Note: This letter of authority shall be printed on letter head of the Bidder and  
shall be signed by a competent person to bind the Bidder.

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA - D**

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

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each PART of Bid Document in the following format:

<b>PART No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

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

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

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

\*\*\*\*\*  
\_\_\_\_\_

**PROFORMA-E**

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address :

FAX Number :

Bank Account Number:

(in which the Bidder wants remittance against invoices)

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

GST Registration Number:

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Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

\*\*\*\*\*



**PROFORMA-F**  
**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS SECTION,PHQ  
GUWAHATI, ASSAM, INDIA, PIN -781171.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, GUWAHATI, Assam, India hereinafter called the Company)'s Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the  
said Bank this \_\_\_ day of \_\_\_\_\_ 2020.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(Signature, Name and Address)

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

Place: \_\_\_\_\_

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

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**PROFORMA-G**

**FORM OF PERFORMANCE BANK GUARANTEE**

(To be submitted by the successful bidder in case of award of contract)

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS SECTION  
PIPELINE DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN -781 171.

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

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

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

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

This guarantee is valid until the -----day of -----

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

- A. Issuing Bank:
- BANK FAX NO:
- BANK EMAIL ID:
- BANK TELEPHONE NO.:

**CONTRACTOR**

**COMPANY**

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):**

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	<a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a>

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**PROFORMA-H**

FORMAT FOR UNDERTAKING  
(IN TERMS OF **TENDER NO. CGI7940P22**)  
(On Non-Judicial Stamp Paper of Rs. 100/-)  
TO BE NOTORISED

To  
THE GENERAL MANAGER (CONTRACTS) PL  
OIL INDIA LIMITED  
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO.  
**CGI7940P22**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. **CGI7940P22** for “Hiring services of 7(seven) nos. Work Contract Labour(Listed-I),comprising of skilled and unskilled at PS-7/IP-4,Madarihat for a period of 4(four) years.”.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge.

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be

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**CONTRACTOR**

**COMPANY**

borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

\_\_\_\_\_  
(Bidder)

Place:-

Date:-

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**PROFORMA-I**

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**Format of Undertaking by Bidders towards submission of authentic information/documents**

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

To,  
General Manager (Contracts)-PL  
Oil India Limited  
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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 other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

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CONTRACTOR

COMPANY