

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

CORRIGENDUM NO. 1 DATED 29.05.2024

GeM Tender No. GEM/2024/B/4978012 dated 24-05-2024 for Hiring services of in-room tea/coffee and drinking water at new HR-Office building of OIL, FHQ, Duliajan’.

This Corrigendum is issued to notify the following changes:

1. The following document has been newly uploaded in the GeM Portal as part of the tender document, as it was not originally uploaded:
 - PROFORMA-XVII Format for undertaking regarding compliance of Minimum wage, P.F. & ESIC as per the applicable Acts.

The bidders are requested to submit the filled up notarised Proforma-XVII along with their bid.

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

FORMAT FOR UNDERTAKING

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED UNDER NOTARY ACT, 1952

BEFORE THE NOTARY PUBLIC AT

UNDERTAKING

Dated:

I/We Shri/Smt son of/wife..... resident of
....., P.O., P.S., District, State
....., do hereby solemnly affirm and undertake on oath as under:

- (i) That, I am/we are the Proprietor/Partners of the firm namely M/s bearing registration no.
- (ii) That, I/we have participated against Tender Ref. No. published by Oil India Limited, Duliajan for **'Hiring services of in-room tea/coffee and drinking water at new HR-Office building of OIL, FHQ, Duliajan'**.
- (iii) That, I/we, do hereby undertake and confirm that in the event of award of a contract on me/us, I/we will pay to our engaged workers the applicable Daily wages for the **category 'Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines Prohibition Act, 1993' for the 'Area C'**, as notified under the Minimum Wages Act, 1948 and notifications issued by the Central Govt. from time to time.
- (iv) That, I/we, am/are duly aware and understood that minimum wages to be paid to the engaged labourer may increase from time to time as notified by statutory authority and Central Govt. during the contract period. Such statutory increase in the wages rates including consequent increase in statutory payment/contributions like provident fund, bonus and ESI etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.
- (v) That, I/we hereby further undertake that I/we shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in the wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any.

- (vi) That, I/we shall duly comply with all the statutory obligations envisaged under the Minimum Wages Act, 1948, PF & MP Act, 1952, Payment of Gratuity Act, 1972, Mines Act, 1952, Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923 etc.
- (vii) That, I/we further agree and undertake that in case of any dispute or claims arise out of my/our non-compliance of the statutory obligations under the Contract or by the Labourers engaged by me, I/We shall be solely responsible for the same and I/We hereby further undertake to indemnify OIL, its Managers/Officers against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever on full Indemnity basis which Oil India Limited may sustain, incur or suffer or be exposed due to the non-compliance of any Terms and Conditions of the Contract and the Statutory laws.
- (viii) That, I/we shall comply with all the relevant provisions under the Labour Laws Rules, 2017 & Contract Labour (R&A) Act, 1970 and its Rules, maintenance of all the relevant records and registers/documents [as per statutory Form (s)], and submission of various reports/returns under the Indian Labour Acts/Rules and other Statutes applicable to me/us to the appropriate authority within stipulated time frame. In the event of my/our failure to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, I/we shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by me/us.
- (ix) That, I/we further authorize the Company, in the event of my/our 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.

- (x) That, 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/We declare that my/our above declaration is true, that it conceals nothing and that no part of it is false.

1.

2.

DECLARANT

Authorized Signatory with Seal

(Bidder)

Place:

Date:

Signed and sworn before me by the above-named deponents after being read over the contents mentioned above by, (any person having the ability to explain about the contents) so that the deponents/Declarants seemed to understand the same properly.

NOTARY

Sl. No.	Name of witness	Name of witness	Place
1			
2			