

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

**CORRIGENDUM NO. 1 DATED 13.05.2024**

To

**GeM Tender No. GEM/2024/B/4921536 dated 07-05-2024 for Hiring of housekeeping and sanitation services at new HR-Office building of OIL, FHQ, Duliajan.**

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This Corrigendum is issued to notify the following changes:

1. The following document has been newly uploaded in GeM Portal as replacement of the earlier:
  - SECTION-II SPECIAL CONDITIONS OF CONTRACT (SCC)

All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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## SECTION-II

### SPECIAL CONDITIONS OF CONTRACT (SCC)

**The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

Sl. no.	GCC Clause No. Ref (if any)		Clause Descriptions
1.	GCC clause no. 1.2.25	Mobilization	<p>The mobilization should be completed by the Contractor within 07 (Seven) days from the date of issuance of LOA. During mobilization, the contractor shall carry out the following activities:</p> <ul style="list-style-type: none"><li>i) Mobilize personnel, materials, &amp; tools for deployment to the nominated locations.</li><li>ii) Contractor shall obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC). (Kindly refer to ANNEXURE-IA, ANNEXURE-IIA &amp; ANNEXURE-IIIA).</li><li>iii) List of manpower to be deployed &amp; Undertakings (<b>Annexure-A</b>) from each of their deployed personnel to be submitted to OIL.</li><li>iv) Arrange to make 'Photo Gate-Passes', for all the personnel for working inside the township area premises.</li></ul> <p>Mobilization shall be deemed to be completed upon completion of the above activities.</p> <p>The date on which the mobilization is completed in all respects is treated as date of commencement of the contract.</p> <p>If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.</p>
2.	GCC clause no. 4.3	Duration of contract	<p>The duration of contract shall be upto 06 (Six) months from the date of commencement after completion of mobilization, with a provision for extension by another 06 (Six) months under same terms and conditions and at mutually agreed rates limiting to the original contract rates at the discretion of OIL.</p>

<b>3.</b>	GCC clause no. 10	Performance Security	Upon awarding of the contract, the contractor shall furnish performance security for an amount of 5% of the Contract value within 30 (Thirty) days from the date of issuance of LOA with a validity of 03 (Three) months beyond the period of contract expiry.
<b>4.</b>	GCC clause no. 42.1	Arbitration	Location of Arbitration shall be Duliajan
<b>5.</b>	GCC clause no. 24.0	Association of company's Personnel	OIL's representative shall advise, inspect and approve the jobs carried out by the Contractor's personnel as specified in the scope of work.
<b>6.</b>	GCC clause no. 30.0	Liquidated Damage Clause specific to Tender	<b><u>LIQUIDATED DAMAGES</u></b>  In the event of the Contractor's default in timely mobilization of the job within the stipulated period [SI No. 1 above], the Contractor shall be liable to pay liquidated damages @0.5% of total contract cost per week or part thereof, of delay from date of scheduled mobilization completion, subject to maximum of 7.5% of total contract cost. Liquidated Damages shall be reckoned from the expiry date of the scheduled mobilization completion as defined in SI No. 1 above.
<b>7.</b>	GCC clause no. 23.0	Warranty and remedy of defects	To be guided as per GCC clause no. 23.0
<b>8.</b>	GCC clause no. 48.0	Miscellaneous Provisions: Key personnel	Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
<b>9.</b>	GCC clause no. 16.0	Limitation of Liability %	100% in line with GCC
<b>10.</b>	GCC clause no. 39.0	Statutory variation/Newly enacted Law Minimum Wages increment in SCC as the case may be	To be guided as per GCC clause no. 39.0
<b>11.</b>	GCC clause no. 24.0	Subcontracting Allowed/Not Allowed	Not Allowed  The contractor shall not sub-let, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other contractor. Any such assignment/subletting shall not absolve the contractor from all or any

			of this obligation duties and responsibilities, under the contract. In case of subletting without permission, the contract can be terminated forthwith.
<b>12.</b>		Address details for submission of invoice	All Invoices are to be sent to the following address:  <b>CGM – HR(E)</b> Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam.

**13.0 LABOUR CLEARANCE ADVICE/LABOUR CLEARANCE CERTIFICATE:**

The Contractor shall obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC) within the mobilization period.

Following are the three different categories of labour clearances:

- i. In case of engaging 20 or more contract labours per day, Labour License is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.
- ii. In case of engaging maximum 19 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan.
- iii. In case 5 or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-state migrant workers) license is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan.

Depending on total number of labourers engaged, the LCA/License Decision making is tabulated as 2 by 2 matrix below:

<b>Total Number of Labourers engaged</b>	<b>04 or less Inter-state Migrant Work-persons</b>	<b>05 or more Inter-state Migrant Work-persons</b>
<b>19 or less Contract Labours</b>	-Only LCA required from HR Relations	-Inter-state migrant Work persons license required from labour authority -LCA Required from HR Relations

<b>20 or more Contract Labours</b>	-Labour license under the Contract Labour (R&A) Act is required from labour authority. -LCA Required from HR Relations	-Inter-state migrant Work-persons license required from labour authority -Labour license under the Contract Labour (R&A) Act is required from labour authority -LCA Required from HR Relations
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**14.0 Responsibilities of the Contractor regarding compliance of statute:**

The Contractor shall comply to the clauses under GCC Clause No. 35, to the extent applicable.

**15.0 Terms of Payment**

1. Payment shall be made on a monthly basis, upon the successful completion of each month-long period.
2. The Contractor must submit all Invoices through Vendor Invoice Management portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>.

All Invoices are to be addressed to,

CGM-HRE, Oil India Limited, Duliajan, Assam - 786602, clearly mentioning the OIL's Work Order No. and Contract No. The amount shall be paid after deduction of penalty (if any) for the period of billing.

**16.0 Penalty Clauses:**

Penalty will be imposed directly on monthly running bill of contractor is found 'Not in Order' as follows

- i) Not found displaying photo ID: Rs.50/- per instance per person.
- ii) Worker not in proper uniform: Rs. 100/- per instance per person.
- iii) Indulging in smoking/drinking/ sleeping or any other misconduct during duty hours: Rs. 500/- with removal of the offender(s)
- iv) Unsatisfactory performance individual complaints: Rs. 500/- per instance
- v) Wrong/improper cleaning materials: Rs. 500/- per instance
- vi) Absenteeism/under deployed: Rs. 500/- per instance
- vii) Complaints are not registered or not redressed: Rs. 500/- per instance
- viii) Cleaning of the building not upto the mark (floors, rooms, walls, cobwebs, common areas, parking/basement area, boundary walls and any other place inside the premises) Rs 1000/- per incident reported or if found in sudden inspection.
- ix) For any other breach, violation or contravention of any terms & conditions: Rs. 1000/- shall be imposed per day.

Note: Penalty shall not be imposed against any anonymous complaint. Any complaint with evidence such as photograph, video, CC TV Footage/Capture or any other physical evidence shall only be considered for deduction of penalty amount from the bills.

In case of repeated default, the contract may be liable for termination. In case of termination necessary action as per banning policy of the Company shall be taken.

#### **17.0 Goods and Services Tax:**

1. 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.  
Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
2. "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.
3. 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.
4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
5. Where the OIL is entitled to avail the input tax credit of GST:  
OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.  
The bids will be evaluated based on total price including GST.
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.
8. Contractor/Contractor 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/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
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/Contractor, OIL shall withhold the payment of GST.
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/Contractor but will be directly deposited to the government by OIL.
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.
12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor/Contractor 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.
13. TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

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.
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.
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.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
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.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
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 evidence the rate as applicable on the Bid due date and on the date of revision.
21. 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.
22. 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.
23. 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.

24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. 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.
26. 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.
27. 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.
28. 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.
29. Documentation requirement for GST
  - i. The Contractor 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.
  - ii. Any invoice issued shall contain the following particulars:
  - iii. Name, address and GSTIN of the supplier;
  - iv. Serial number of the invoice;
  - v. Date of issue;
  - vi. Name, address and GSTIN or UIN, if registered of the recipient;
  - vii. Name and address of the recipient and the address of the delivery, along with the State and its code,
  - viii. HSN code of goods or Accounting Code of services [SAC];
  - ix. Description of goods or services;
  - x. Quantity in case of goods and unit or Unique Quantity Code thereof;
  - xi. Total value of supply of goods or services or both;
  - xii. Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - xiii. Rate of tax (IGST, CGST, SGST/UTGST, cess);
  - xiv. Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);

- xv. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- xvi. Address of the delivery where the same is different from the place of supply and
- xvii. Signature or digital signature of the supplier or his authorised representative.
- xviii. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:  
The original copy being marked as ORIGINAL FOR RECIPIENT;  
The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and  
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.

30. **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. In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**Notes:**

- **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions thereof.
- Company hereby acknowledges that the equipment and tools (“Equipment”) that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor’s Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor’s equipment shall always be with the Contractor.
- All the clauses in this tender are limited to execution of this tender only and do not carry any precedence whatsoever for any OIL’s such or similar tenders in future.

*End of Section-II*

**ANNEXURE A**

**PROFORMA UNDERTAKING FROM CONTRACTORS' PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working as \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favor of my employer M/s \_\_\_\_\_ .

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s \_\_\_\_\_

I am an employee of M/s \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

Signature \_\_\_\_\_

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

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

Witness:

1. Signature \_\_\_\_\_

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

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

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

2. Signature \_\_\_\_\_

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

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

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

**(For 4 or less interstate migrant work persons and or 19 or less local contract labours)**

Resident Chief Executive  
Oil India Limited  
Duliajan

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

**For: GM - HRR**

Through: \_\_\_\_\_  
(Head of the

Department)

**SUBJECT: CLEARANCE ADVICE LEGAL FORMALITIES**

Sir,  
I/We have been awarded a Contract Work under Tender/Contract No. \_\_\_\_\_ vide OIL's letter no. \_\_\_\_\_ dated \_\_\_\_\_.

In this connection I/We furnish below the necessary information in regard to the above contract work:

1. Nature of the Contract Work : \_\_\_\_\_
2. CCO No. : \_\_\_\_\_
3. In which state the contract will be executed : a. Assam  b. Other state(s)   
c. Both a & b
4. Location : \_\_\_\_\_
5. Department of the Principal Employer : \_\_\_\_\_
6. Period of Contract : \_\_\_\_\_
7. Proposed date of commencement of the Contract Work: \_\_\_\_\_
8. Maximum number of labour proposed to be deployed in the said Contract Work (per day): \_\_\_\_\_

Category	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
Inter-State Migrant Workman					
Local Contract Labour					

9. a) Whether Licence is obtained or not(give relevant particulars) under
  - i. Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979 : \_\_\_\_\_
  - ii. Contract Labour (R & A) Act, 1970 : \_\_\_\_\_
- b) If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Clearance Advice in respect of the said Contract Work to the concerned department of your Organisation so as to enable me/us to receive the necessary work order. The relevant information of the firm is enclosed.

I/We hereby assure you to provide a copy of the labour license immediately (in case it is acquired by the firm) and submit you the Notice of Commencement/Completion of the contract work within 03 (three) days of commencement/completion of such work.

Yours faithfully,

Signature of the Contractor  
Name & Address of the

Contractor/Firm

Copy: CGM-Contracts

**PARTICULARS OF CONTRACTOR UNDERTAKING WORKS CONTRACT WITH THE COMPANY**

1. Nature of Work : \_\_\_\_\_  
\_\_\_\_\_
2. CCO Number : \_\_\_\_\_
3. Name of Contractor / Firm : \_\_\_\_\_
4. LIN / PAN of the Contractor / firm : \_\_\_\_\_
5. P.F. Code No. of the firm : \_\_\_\_\_
6. E.S.I Code No. of the firm : \_\_\_\_\_
7. Name of the Proprietor in case of Proprietorship firm: \_\_\_\_\_
8. Name of the Active Partner in case of Partnership firm: \_\_\_\_\_
9. Name of the Managing Director / Manager in case of: \_\_\_\_\_  
incorporated firm
10. Name of the person having Power of Attorney who : \_\_\_\_\_  
signed the works contract Agreement with the company
11. Full Postal address of the Head Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Telephone / Mobile Number : \_\_\_\_\_
13. Email I.D. : \_\_\_\_\_
14. Full Postal address of the nearest Branch Office / Local: \_\_\_\_\_  
Office at Duliajan \_\_\_\_\_  
\_\_\_\_\_
15. Telephone / Mobile Number : \_\_\_\_\_
16. Email I.D. : \_\_\_\_\_
17. No. and date of Certificate of Registration/Licence : \_\_\_\_\_
18. Name of the person in-charge of work : \_\_\_\_\_
19. LIN / PAN of the person in-charge : \_\_\_\_\_
20. Telephone / Mobile Number of the person in-charge: \_\_\_\_\_
21. Email I.D. of the person in-charge : \_\_\_\_\_



.....  
Signature of the person

Furnishing the above details

Name in full: \_\_\_\_\_

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

**FORM VII**

[Under rule 25(2)(viii) and rule 81 (3) of the Contract Labour (regulation and Abolition) Central Rules, 1971: and rule 26 (3) and 239 (1) of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, 1988]

**Notice of Commencement/completion of work**

(1) Name of the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/Employer under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 (27 of 1996)\* : **OIL INDIA LIMITED**

(2) LIN / PAN : AAACO2352C  
(3) Email Id : [hrr@oilindia.in](mailto:hrr@oilindia.in)  
Mobile Number : 0374-2808560

(4) Name of the Contractor under the Contract Labour (Regulation And, Abolition) Act of 1970 (37 of 1970) (if applicable) : \_\_\_\_\_

(6) LIN / PAN : \_\_\_\_\_  
(7) Email Id : \_\_\_\_\_  
(8) Mobile Number : \_\_\_\_\_

(9) No. and date of Certificate of Registration/ License\* : \_\_\_\_\_

(10) Name of the person in-charge of work : \_\_\_\_\_

(11) LIN/PAN of the person in-charge of work : \_\_\_\_\_

(12) Email Id of the person in-charge of work : \_\_\_\_\_

(13) Mobile No. of the person in-charge of work : \_\_\_\_\_

(14) The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work : \_\_\_\_\_

(15) The arrangements for the storage of explosives, if any to be used in the building or other construction work: \_\_\_\_\_

I/We hereby intimate that the work (Name of work) given to (name of the contractor) having [Licence/Registration Certificate No ..... dated .....]\*has been/is likely to be commenced/completed with effect from (date)/ on (date)

Signature of the Principal Employer/Contractor/Employer\*

To  
The Inspector  
.....

.....

\*Please strike off whichever is not applicable

Resident Chief Executive  
Oil India Limited  
Duliajan

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

**For: GM - HRR**

Through: \_\_\_\_\_  
(Head of the

Department)

**SUBJECT: CLEARANCE ADVICE LEGAL FORMALITIES (EXTENSION)**

Sir,  
I/We have been awarded a Contract Work under Tender/ Contract No. \_\_\_\_\_ vide OIL's letter no. \_\_\_\_\_ dated \_\_\_\_\_ which has been extended vide OIL's letter ref. no. \_\_\_\_\_ dated \_\_\_\_\_.

In this connection I/We furnish below the necessary information in regard to the above contract work:

1. Nature of the Contract Work : \_\_\_\_\_
2. CCO No. : \_\_\_\_\_
3. Location : \_\_\_\_\_
4. Department of the Principal Employer : \_\_\_\_\_
5. Previous Period of Contract : \_\_\_\_\_
6. Current Period of Contract (i.e. the extended period): \_\_\_\_\_
7. Proposed date of commencement of the extended Contract Work: \_\_\_\_\_
8. Maximum number of labour proposed to be deployed in the said Contract Work (per day):

Category	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
Inter-State Migrant Workman					
Local Contract Labour					

9. a) Whether Licence is obtained or not(give relevant particulars) under
  - (i) Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979 : \_\_\_\_\_
  - (ii) Contract Labour (R & A) Act, 1970 : \_\_\_\_\_
- b) If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Clearance Advice in respect of the said Contract Work to the concerned department of your Organisation so as to enable me/us to receive the necessary work order. The relevant information of the firm is enclosed.

**ANNEXURE-IA**

I/We hereby assure you to provide a copy of the labour license immediately (in case it is acquired by the firm) and submit you the Notice of Commencement/Completion of the contract work in Form VII within **07 (seven)** days of commencement/completion of such work.

Yours faithfully,

Signature of the Contractor  
Name & Address of the

Contractor/Firm  
Copy: CGM-Contracts

**(For 5 or more interstate migrant work persons and or 20 or more local contract labours)**

**Resident Chief Executive  
Oil India Limited  
Duliajan**

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

**For: GM-HRR**

Through: \_\_\_\_\_  
(Head of the Department)

**SUBJECT: Application for obtaining Form III (Form Of Certificate By Principal Employer)**

Sir,

I/We have been awarded a Contract Work under Tender/Contract No. \_\_\_\_\_ vide OIL's letter no. \_\_\_\_\_ dated \_\_\_\_\_.

In this connection I/We furnish below the necessary information in regard to the above contract work to obtain Form III under rule 21(2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971; and rule 7(3) of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980:

Nature of the Contract Work	
CCO No	
In which state the contract will be executed	a. Assam <input type="checkbox"/> b. Other <input type="checkbox"/> state(s) _____ c. Both a & b <input type="checkbox"/>
Location	
Department of the Principal Employer	
Period of Contract	
Proposed date of commencement of the Contract	

Maximum number of labour proposed to be deployed in the said Contract Work (per day)	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
<b>Inter-State Migrant Workman</b>					
<b>Local Contract Labour</b>					

Whether Licence is obtained or not(give relevant particulars) under	
Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979:	
Contract Labour (R & A) Act, 1970:	

If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Form III in respect of the said Contract Work to the concerned department of your Organisation so that the same can be forwarded to us

**ANNEXURE-IIA**

by the user department for obtaining Labour License from the concerned Labour Authority. The relevant information of the firm is enclosed.

I/We hereby assure you to provide a copy of the labour license immediately for obtaining Labour Clearance Advice before execution of the said contract. I/We hereby assure you to provide a copy of the Notice of Commencement / Completion of the contract work (in Form VII) within 07 (seven) days of commencement / completion of such work.

Yours faithfully,

Signature of the Contractor  
Name & Address of the Contractor/Firm

Copy: CGM-Contracts

**PARTICULARS OF CONTRACTOR UNDERTAKING WORKS CONTRACT WITH THE COMPANY**

1. Nature of Work : \_\_\_\_\_  
\_\_\_\_\_
2. CCO Number : \_\_\_\_\_
3. Name of Contractor/Firm : \_\_\_\_\_
4. LIN / PAN of the Contractor firm : \_\_\_\_\_
5. P.F. Code No. of the firm : \_\_\_\_\_
6. E.S.I Code No. of the firm : \_\_\_\_\_
7. Name of the Proprietor in case of Proprietorship firm: \_\_\_\_\_
8. Name of the Active Partner in case of Partnership firm: \_\_\_\_\_
9. Name of the Managing Director / Manager in case of : \_\_\_\_\_  
incorporated firm
10. Name of the person having Power of Attorney who : \_\_\_\_\_  
signed the works contract Agreement with the company
11. Full Postal address of the Head Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Telephone/Mobile Number : \_\_\_\_\_
13. Email I.D. : \_\_\_\_\_
14. Full Postal address of the nearest Branch Office / Local: \_\_\_\_\_  
Office at Duliajan \_\_\_\_\_  
\_\_\_\_\_
15. Telephone/Mobile Number : \_\_\_\_\_
16. Email I.D. : \_\_\_\_\_
17. No. and date of Certificate of Registration/Licence : \_\_\_\_\_
18. Name of the person in-charge of work : \_\_\_\_\_

19. LIN/PAN of the person in-charge : \_\_\_\_\_  
20. Telephone/Mobile Number of the person in-charge : \_\_\_\_\_  
21. Email of the person in-charge : \_\_\_\_\_



.....  
Signature of the person

Furnishing the above details  
Name in full: \_\_\_\_\_  
\_\_\_\_\_

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

**FORM II**

[Under rule 21(1) and rule 29(2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971; and rule 7(1), rule 7(2) and Rule 14(2) of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980]

**Application for Licence/Renewal of Licence under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/ the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979)\*:**

**A. Details of the contractor**

1. Name of the contractor: \_\_\_\_\_  
2. LIN/PAN No. of the contractor: \_\_\_\_\_  
3. Email Id of the contractor: \_\_\_\_\_  
4. Mobile No. of the contractor: \_\_\_\_\_

**B. Details to be filled only in case of application for licence\***

Particulars of Establishment where workman is to be employed-

- (a) Name of the Principal Employer: \_\_\_\_\_  
(b) Name and date of Certificate of Registration of the Establishment under the Act: \_\_\_\_\_  
\_\_\_\_\_

Particulars of Contract Labour-

- (a) Nature of work in which workman is employed or is to be employed in the Establishment:  
(b) Duration of the proposed contract work (please give particulars of proposed date of commencement and completion): \_\_\_\_\_  
(c) Name and address of the Agent or Manager of Contractor at the work-site: \_\_\_\_\_  
\_\_\_\_\_  
(d) Maximum number of workmen proposed to be employed on the Establishment on any date: \_\_\_\_\_  
(e) Whether a certificate by the Principal Employer, in Form III is enclosed: \_\_\_\_\_

**C. Details to be filled only in case of application for renewal of licence\***

- (a) Number and date of the licence: \_\_\_\_\_  
(b) Date of expiry of the licence: \_\_\_\_\_

**D. Details of licence fee and security deposit**

- (a) Amount of licence fee, name of the Bank, demand draft No. and date/transaction no. and date in case the amount has been deposited in the notified bank account
- (b) Amount of security deposit, name of the Bank, demand draft No. and date/transaction no. and date in case the amount has been deposited in the notified bank account

Signature of the Applicant  
(Contractor)

Place .....

Date.....

\* Please strike off whichever is not applicable.

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(To be filled in the office of the Licensing Officer)  
Date of receipt of the application with DD for fees/Security Deposit  
Signature of the Licensing Officer

**Resident Chief Executive**

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

**Oil India Limited,  
Duliajan.**

**Attn.: GM-HRR**

Through: \_\_\_\_\_

(Head of Department)

**Sub: Application for issuing Labour Clearance Advice**

Sir,

I/We have been awarded a Contract Work under Tender/ Contract No. \_\_\_\_\_ vide Head-Contracts' letter no. \_\_\_\_\_ dated \_\_\_\_\_ against which Form III has been issued from your end on \_\_\_\_\_.

I/We hereby submit a copy of Labour Licence no. \_\_\_\_\_ dated \_\_\_\_\_ issued by the \_\_\_\_\_ for engaging \_\_\_\_\_ no. of contract labours/migrant workers by me.

Therefore, I/We request you to issue necessary labour clearance advice w.e.f. \_\_\_\_\_ to enable me/us to get Work order for commencement of the contract jobs accordingly.

I/We shall submit to you renewed/re-validated labour licence as per provisions of Contract Labour (R&A) Act & Rules, in case the contract job has to be executed beyond validity of period of licence.

Yours faithfully,

Signature of Contractor: \_\_\_\_\_

Name of Contractor / Firm: \_\_\_\_\_

(Seal)

**FORM VII**

[Under rule 25(2)(viii) and rule 81 (3) of the Contract Labour (regulation and Abolition) Central Rules, 1971: and rule 26 (3) and 239 (1) of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, 1988]

**Notice of Commencement/completion of work**

- (1) Name of the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/Employer under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 (27 of 1996)\* : **OIL INDIA LIMITED**
- (2) LIN / PAN : AAACO2352C
- (3) Email Id : [hrr@oilindia.in](mailto:hrr@oilindia.in)
- (4) Mobile Number : 0374-2808560
- (5) Name of the Contractor under the Contract Labour (Regulation And, Abolition) Act of 1970 (37 of 1970) (if applicable) : \_\_\_\_\_
- (6) LIN / PAN : \_\_\_\_\_
- (7) Email Id : \_\_\_\_\_
- (8) Mobile Number : \_\_\_\_\_
- (9) No. and date of Certificate of Registration/ License\* : \_\_\_\_\_
- (10) Name of the person in-charge of work : \_\_\_\_\_
- (11) LIN/PAN of the person in-charge of work : \_\_\_\_\_
- (12) Email Id of the person in-charge of work : \_\_\_\_\_
- (13) Mobile No. of the person in-charge of work : \_\_\_\_\_
- (14) The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work: \_\_\_\_\_
- (15) The arrangements for the storage of explosives, if any to be used in the building or other construction work : \_\_\_\_\_

**ANNEXURE-IIA**

I/We hereby intimate that the work (Name of work) given to (name of the contractor) having [Licence/Registration Certificate No ..... dated .....]\*has been/is likely to be commenced/completed with effect from (date)/ on (date)

Signature of the Principal Employer/Contractor/Employer\*

To

The Inspector

.....  
.....

\*Please strike off whichever is not applicable

**Resident Chief Executive**

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

**Oil India Limited,**

**Duliajan.**

**Attn.: GM-HRR**

Through: \_\_\_\_\_

(Head of Department)

**Sub: Application for issuing Labour Clearance Advice (Extension)**

Sir,

I / We have been awarded a Contract Work No. \_\_\_\_\_ vide Head-Contracts' letter no. \_\_\_\_\_ dated \_\_\_\_\_ which has been extended vide letter ref. no. \_\_\_\_\_ dated \_\_\_\_\_.

Therefore, I/We submit herewith a copy of Labour Licence no. \_\_\_\_\_ dated \_\_\_\_\_ issued by the \_\_\_\_\_ for engaging \_\_\_\_\_ no. of contract labours/migrant workers by me. Details of the same are as follows:

Nature of the Contract Work		
Location		
Department of the Principal Employer		
Maximum number of labour proposed to be deployed in the said Contract Work (per day)	Inter-State Migrant Workman	
	Local Contract Labour	
Extension period		

View above, I/We request you to issue necessary labour clearance w.e.f. \_\_\_\_\_ to enable me / us to get Work order for commencement of the contract jobs accordingly.

I/We shall submit to you renewed/re-validated labour licence as per provisions of Contract Labour (R&A) Act & Rules, in case the contract job has to be executed beyond validity of period of licence.

**ANNEXURE-IIA**

Yours faithfully,

Signature of Contractor: \_\_\_\_\_

Name of Contractor/Firm: \_\_\_\_\_

(Seal)

**LCA PROCESS**

