



OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O.DULIAJAN-786602, ASSAM

**E-TENDER NOTICE**  
**WORKS CONTRACT**

**OIL INDIA LIMITED (OIL)** invites Bids under Composite bid System from established Civil Engineering firms / contractors through its E-Procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following works:

IFB No.	DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CNI9986P26	Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil jobs including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.	NIL	NIL

**Bid Closing / Opening Date & Time: As mentioned in the OIL E-Tender portal.**

Bidder shall require User ID and Password for online submission of Bid.

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

Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**No physical Bid documents will be issued.** The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's website [www.oil-india.com](http://www.oil-india.com). The link to OIL's E-Procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).

All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender 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 them updated.

Yours faithfully,

**OIL INDIA LIMITED**

(S. Patowary)  
(E-mail ID: [suvam.patowary@oilindia.in](mailto:suvam.patowary@oilindia.in))  
Manager – Contracts (FB)  
For CGM (FB)  
For ED (NEP, DSF, OALP PROJ)  
Ph. No. 0374-280-7463

Date: 08.08.2025

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Frontier Basin Project, Duliajan**

**WORKS CONTRACT**

**Instructions to Bidders**

OIL INDIA LIMITED, a 'Maharatna' Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms/ contractors meeting the requisite criteria for the following mentioned work under **SINGLE STAGE COMPOSITE BID SYSTEM** through its e-Procurement site:

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**DESCRIPTION OF WORK/ SERVICE: Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.**

**LOCATION OF WORK: Karbi Anglong, Assam**

**PERIOD OF CONTRACT: Two (02) years from the date of issuance of LOA**

**BID CLOSING/ OPENING DATE & TIME: As mentioned in the OIL E-Tender portal**

**BID VALIDITY: Minimum 90 (Ninety) days from Bid Opening Date.**

Note: In exceptional circumstances, OIL 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 (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.

**BID SECURITY DEPOSIT: NIL (Bid Security Declaration only as per Annexure-II)**

**PERFORMANCE SECURITY DEPOSIT: INR 20,000.00 (Rupees Twenty Thousand only)**

**INTEGRITY PACT: Applicable**

**Extension of Bid Closing Date:** The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

**Deadline for Pre-Bid Query:** Any clarification/Queries relevant to the tender, if any, must be submitted by bidders before 7 days from the prescribed Bid Closing Date. Company will not be

liable to respond to any such clarifications/queries for delay beyond 7 days from the prescribed Bid Closing Date.

**2.0 SUBMISSION OF PERFORMANCE SECURITY:** Successful bidders have to submit Performance Security amount of **Rs 20,000.00**, within **30 (Thirty) days** from the date of issue of Letter of Intent/Award (LOI/LOA).

2.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Annexure-VIII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **Annexure-IX**) must also be submitted along with the original BG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist.-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. **Submission of performance security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	Axis Bank Limited	8	IDFC First Bank
2	Bank of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes Bank
Other Banks to be notified from time to time by NeSL			

<b>BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAAC02352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email ID	Abhay_Kumar@oilindia.in
<b>E</b>	Mobile No	9480312436
<b>F</b>	Local Address	Duliajan, Dibrugarh, Assam- 786602
<b>G</b>	Registered Address	Duliajan, Dibrugarh, Assam- 786602

- d. In case of Bidders submitting Performance Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA/LOI.
- e. In case of Bidders submitting Performance Security in the form of Fixed/Term Deposit, bidders have to submit a declaration as per the format prescribed in **Annexure-X**. Further, the bidder may arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official e-mail id to Oil India's following e-mail id [FD\\_PS@OILINDIA.IN](mailto:FD_PS@OILINDIA.IN)

FD No.	Issue Date	Maturity Date	FD Amount	Beneficiary / Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/ Auto closure)	Remarks (if any) of the issuing Bank

f. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

2.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

2.3 The Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.  
[Contract No. should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	ICICI Bank Ltd.
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company Name	Oil India Limited
<b>H</b>	SWIFT Code	ICICINBBXXX

2.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the defect liability period. In the event of the contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

2.5 The Performance Security Deposit will be refunded to the Contractor after defect liability period under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**3.0** If the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.

**4.0** All techno-commercial documents are to be submitted as per tender requirement under **“Technical Attachments Tab”** in E-TENDER PORTAL.

**5.0** To participate in OIL’s E-procurement tender, bidders must have a legally Valid Digital Signature of Class 3 [**Organizational Type**] with Organizations Name along with **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having **“Organization Name”** field other than **Bidder’s Name (i.e. Firm’s Name)** are not acceptable.

5.1 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of **“Class -3”** & Organizational type with Organization’s name in the name of the bidder i.e. firm, the bid will be rejected.

5.2 Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

5.3 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.

5.4 The bid including all uploaded documents shall be **digitally signed** by duly authorized representative of the bidding company. The DSC used must be of the type as mentioned above.

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

6.1 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**7.0** The Company reserves the right to reject any or all the bids or accept any bid without assigning any reason.

7.1 Bidders must note that in case of any discrepancy or non-compliance to the tender criteria is found in their bids at any stage of tendering prior to the award of contract, such bids shall be rejected straightway. No claims or requests from such bidders shall be entertained thereafter.

**8.0** (a) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are

requested to take note of the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

(b) No bid can be modified / withdrawn subsequent to the deadline for submission of bids. No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security/Performance Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy available at OIL's website.

(c) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

**9.0 The Bid must be valid for 90 (Ninety) days from the actual date of closing of the tender.**

**10.0** Conditional bids are liable to be rejected at the discretion of the Company.

**11.0** The work may be split up amongst more than one contractor at the sole discretion of the Company.

**12.0** The bidder may also seek such clarification from this office as are deemed necessary.

**13.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid 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 and scanned copies of the same should be uploaded along with the Un priced bid documents.

13.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and phone numbers of the owner and copies of GST Registration Certificate.

13.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and phone numbers of the owners in general and Karta in particular and copies of GST Registration Certificate.

13.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mails and phone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.

13.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mails and phone 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 Registration Certificate.

13.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 of GST Registration Certificate.

13.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 Registration Certificate.

13.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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 of GST Registration Certificate.

**14.0** Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

Bidders who are currently not covered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 should submit an Undertaking for the same as prescribed in **Annexure-I** of the Tender Document.

**15.0** Before Bidding :

- Bidder(s) are advised to inspect the work site with permission from HOD-Civil or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

**16.0** The selected bidder(s) will be required to enter into a formal contract within two weeks from the date of issuance of LOI, which will be based on their bid, i.e. OIL's Standard Form of Contract.

**17.0** OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

**18.0** Bidders have to submit a declaration as per the format prescribed in **Annexure-V & VI** regarding Financial Standing and Authenticity of Document respectively along with the technical bid.

**19.0** Bidders have to submit Proforma For Authorised Signatory as per format prescribed in **Annexure-VII** for partnership and co-operative firms.

**20.0** The work shall have to be started within seven days from the date of work order.

**21.0** Time Schedule: The time allowed for completing each work will be reckoned from the date of issue of order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

**22.0** The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

**23.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the Bid Security/Performance Security will be forfeited and be debarred from further tendering as per OIL's banning policy dated 6<sup>th</sup> Jan 2017 available at OIL's website: [www.oil-india.com](http://www.oil-india.com).

**24.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA/LOI:** In case LOA/LOI issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract or the contract is not signed within the time specified in the Bid Document, the bidder shall be dealt as per OIL's banning policy.

**25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the party shall be debarred as per the OIL's Banning Policy. **Annexure-VI must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**

**26.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**27.0** Any agency which is put under banning/ suspension/ holiday list as per OIL's Banning Policy are debarred from participating in this tender during the currency of the banning/ suspension/ holiday period. Bids of such agencies if received shall be rejected straightway.

**28.0 BIDDER(S) MUST ALSO FURNISH THE FOLLOWINGS:**

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :

- f) CONTACT PERSON :
- g) VENDOR CODE :
- h) GST Registration Number alongwith GST Certificate (If available):

**29.0 The tender will be governed by :**

- a) Instructions to Bidders
- b) Bid Evaluation Criteria/ Pre-Qualifying Criteria (BRC/PQC)
- c) Part-I - General Conditions of Contract (GCC)
- d) Part-II - Schedule of Work, Unit and Quantity (SOQ)
- e) Part-III - Special Conditions of Contract (SCC)
- f) Part-IV - Schedule of Company's Plants, Materials and Equipment (SCPME)
- g) Part-V - Safety Measures (SM)
- h) Part-VI - Integrity Pact (IP)
- i) Proforma -I (Undertaking in respect of agreed upon rates)
- j) Annexures

**30.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders' risk and may result in the rejection of its offer without seeking any clarifications.

**31.0** Both "TECHNICAL" and "PRICED" Bids should be submitted on-line through OIL's e-Tender Portal up to scheduled bid closing date and time and will be opened on the scheduled bid opening date and time as mentioned in e-tender portal at Office of the Frontier Basin in presence of authorized representatives of the bidders present, if any.

The **Technical** Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and should be uploaded under "**Technical Attachment**" Tab only. Bidder must also upload the **Undertaking in respect of Agreed Upon Rates (PROFORMA-I)**' digitally signed under the "**Notes and Attachment**" Tab in e-tender portal. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.

Please go through the "**GENERAL GUIDELINES TO BIDDERS**" and "**VENDOR USER MANUAL (Effective 15.09.19)**" provided in OIL's e-Portal, in detail before uploading the document.

**NB:** In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

**32.0 The Integrity Pact is applicable against this tender:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

32.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

32.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

**Note:** Bidders may contact the Independent External Monitors for any matter relating to the IP at the following addresses:

- i. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, e-Mail ID: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com) & [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in),
- ii. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, e-mail: [ams057@gmail.com](mailto:ams057@gmail.com), and
- iii. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC, e-mail ID: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com) have been appointed as Independent External Monitors.

**33.0 SCREEN SHOTS FOR SUBMISSION OF BID :**

Bidders must fill up the **“Total Bid Value”** (under **RFx Information > Basic Data > Total Bid Value**), with any Numeric Value (preferable 1) for submission of bid. The value will not be taken into consideration for evaluation of bid.

**A. Filling of “Total Bid Value” with any Numeric Value (preferably 1):**

The screenshot shows the 'Create RFx Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below this, a summary bar displays: RFx Response Number 60038748, RFx Number 1396, Status In Proce, RFx Owner BHARALI, Total Value 0.00 INR, and RFx Response Version Nu. The main content area has tabs for RFx Information, Items, Notes and Attachments, and Conditions. Under 'RFx Information', there are sub-tabs for Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section contains:
 

- Currency: Indian Rupee (dropdown menu)
- Detailed Price Information: No Price
- Terms of Payment: [input field]
- Total Bid Value: [input field]

 A blue callout bubble points to the 'Total Bid Value' input field, containing the text '“Total Bid Value”' and the number '1'.

**Note: Total Bid Value” is mandatory in “No Price” RFx only**

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid, i.e Undertaking in respect of Agreed Upon Rates”** in the respective places as indicated below:

**Note:**

\* The “Technical Bid” shall contain all techno-commercial details.

\*\* **The “Priced bid” must contain the “Undertaking in respect of Agreed Upon Rates (PROFORMA-I)” as available in the tender.** For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**B. Uploading of Technical Bid:** Technical files to be added under RFX Information > “Technical Attachments”

RFX Response Number 60037504 RFX Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2009 00:00:00 INDIA

RFX Response Version Number Active Version RFX Version Number 1

Basic Data | Questions | **Technical Attachments** | Conditions | Summary | Tracking

▼ Notes

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Ch
The table does not contain any data						

**C. Uploading of UNDERTAKING IN RESPECT OF AGREED UPON RATES :**

RFX Response - Internet Explorer

RFX and Auctions

Edit RFX Response:

Submit Read Only Print Preview Check Technical RFX Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFX Response Number 60032949 RFX Number SDC069P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00

RFX Owner BHARALI Total Value 0.00 INR RFX Response Version Number Active Version RFX Version Number 2

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
The table does not contain any data										

**D. After Uploading of Proforma-I Click 'Save'**

RFX Response - Internet Explorer

RFX and Auctions

Edit RFX Response:

Submit Read Only Print Preview Check Technical RFX Response Close **Save** Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFX Response Number 60032949 RFX Number SDC069P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:19:45

RFX Owner BHARALI Total Value 0.00 INR RFX Response Version Number Active Version RFX Version Number 2

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

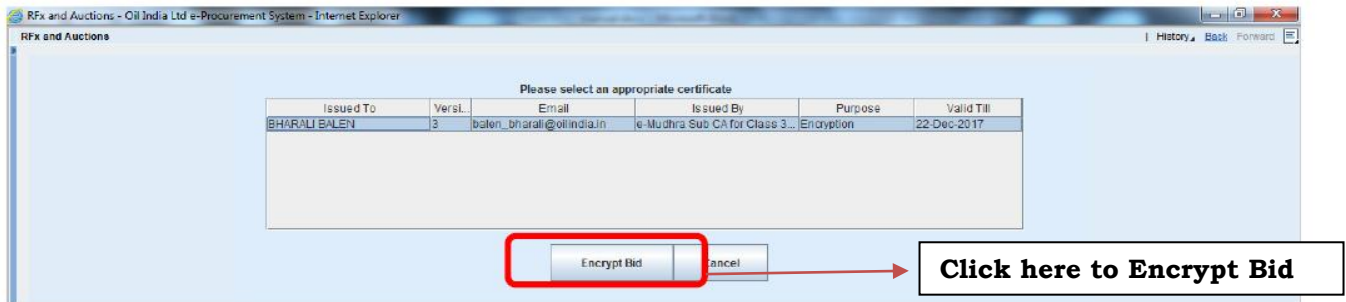
▼ Attachments

Sign Attachment Add Attachment Edit Description Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE_BID.xls.sig	1		<input type="checkbox"/>	sig	10	V/210445	24.02.2017

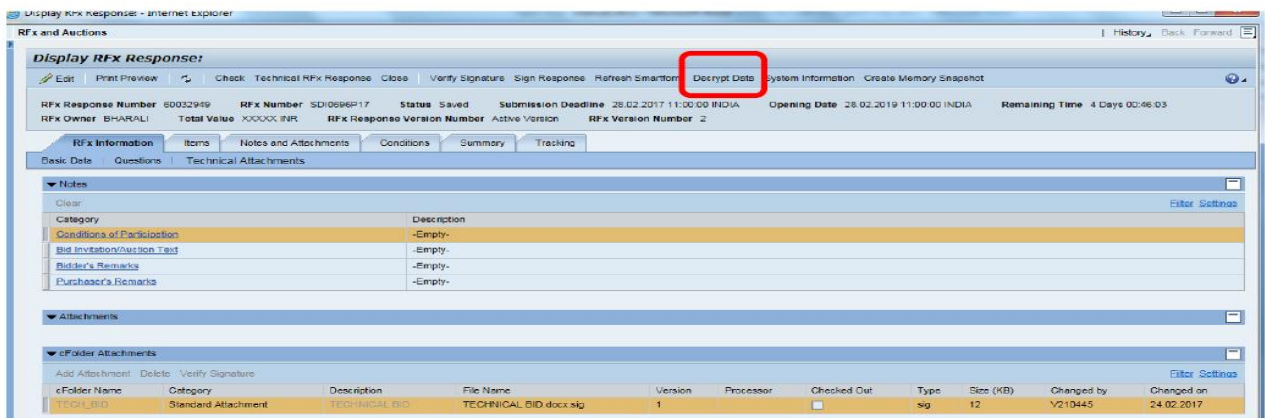
**Once Saved ,the Data will be Encrypted & the Encryption Certificate will be in use.**

E. Click to select the desired Encryption certificate & Encrypt Bid:

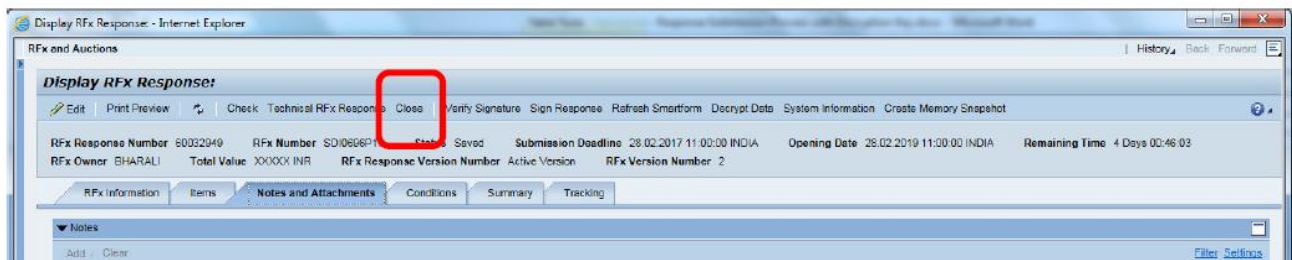


The Encrypted Data will be displayed only when click 'Decrypt data'

F. The Encrypted Data will be displayed only when click 'Decrypt data'



G. Click on 'Close'



H. Click on 'Refresh'. Then Click on 'Response No.'

Oil India Limited e-Procurement System interface showing a list of eRFxs. The 'Refresh' button is highlighted with a red box. A red arrow points to the 'Response Number' column, with a callout box stating 'Click on 'Response Number''.

Event Number	Event Description	Event Type	Event Status	End Date	Response Number	No Bid Created	11	0	00:00:00	11:00:00
SD08156P13	1MW CRUDE OIL RUN GENERATOR SET	Open-2 Bid System	Published	29.05.2009		No Bid Created	11	0	00:00:00	11:00:00
SD0896P17	TEST TENDER	RFx-TWO STAGE OPEN	Published	28.02.2017	60032949	Saved	1	0	00:00:00	11:00:00
CDI9351P13	Modernization of Toilets at D=SS Blows	RFx-OPEN TWO BID	Published	23.05.2009		No Bid Created		0	00:00:00	11:00:00

Now Uploading part is complete. Bidders are requested to go to the Initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

- I. On 'Edit' mode Click to select the same Encryption certificate used for De-cryption else data will not Decrypt.

Dialog box titled 'Please select an appropriate certificate' with a table of certificates and a 'Decrypt Bid' button highlighted with a red box.

Issued To	Ver...	Email	Issued By	Purpose	Valid Till
BHARALI BALEN	3	balenbharali@gmail.com	e-Mudhra Sub CA for Class 2...	Encryption	10-Dec-2018

- J. After Entering User pin , Click '**Check**'. Bidder may submit the response in case there is no error.

Form titled 'Edit RFx Response' with a 'Check' button highlighted by a red box and a callout box saying 'Click 'Check''. Below the form, a red box highlights the checkbox 'RFx response is complete and contains no errors'.

RFx Response Number: 60032949    RFx Number: SDI066P17    Status: Saved    Submission Deadline: 28.02.2017 11:00:00 INDIA    Opening Date: 28.02.2017 11:00:00 INDIA    Remaining Time: 3 Days 21:23:24

RFx Owner: BHARALI    Total Value: 0.00 INR    RFx Response Version Number: Active Version    RFx Version Number: 2

Event Parameters: Currency: Indian Rupee    Incoterm: EXW    KOLKATA

Detailed Price Information: No Price    Status and Statistics: Created On: 23.02.2017 10:34:53 INDIA

Terms of Payment: SD    Sight Draft (CAD)-Foreign Bidders Only    Created By: Mr. U210445 Test vendor

**K.** Click on '**Submit**' button

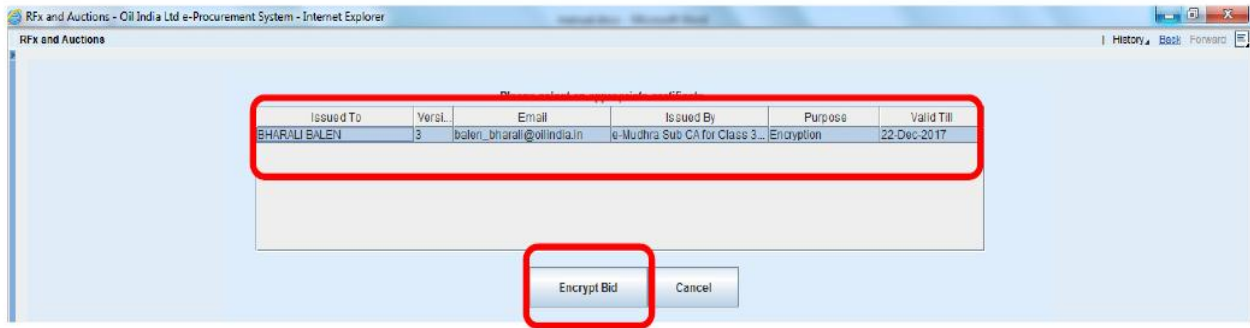
The screenshot shows the 'Edit RFx Response' interface. At the top, there is a menu bar with 'Submit' highlighted by a red box. Below the menu, a status bar indicates 'RFx response is complete and contains no errors'. The main area contains a summary of RFx details: RFx Response Number (60032949), RFx Number (SDI0696P17), Status (Saved), Submission Deadline (28.02.2017 11:00:00 INDIA), Opening Date (28.02.2016 11:00:00 INDIA), and Remaining Time (3 Days 21:23:24). There are also tabs for 'RFx Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. The 'Basic Data' section includes 'Event Parameters' with fields for Currency (Indian Rupee), Detailed Price Information (No Price), and Terms of Payment (SD). The 'Status and Statistics' section shows creation and processing dates and user information.

**Before submit, Please do check all the documents uploaded and on-line data maintained are correct.**

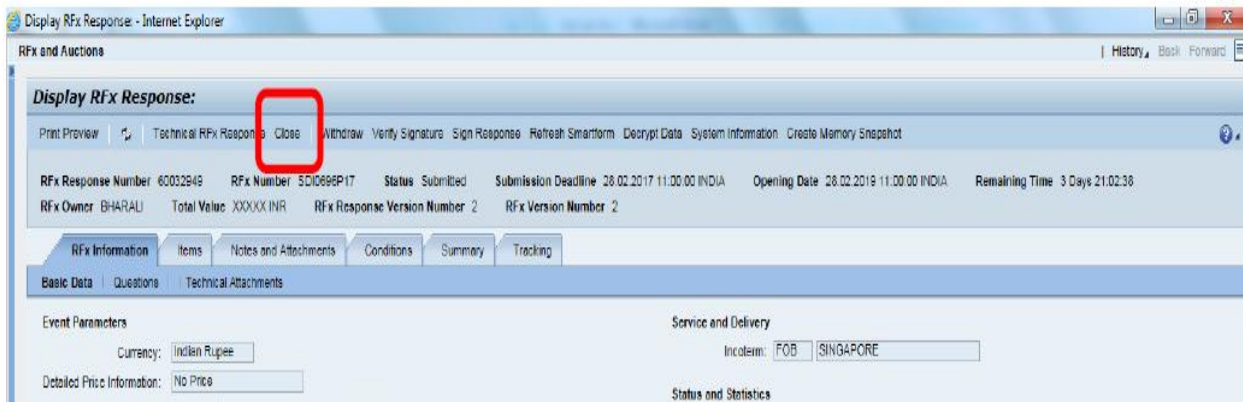
**L.** After Clicking '**Submit**' below pop up will open. Select Digital Signature & **Sign**.

The screenshot shows a 'Digital Signature' dialog box. It contains the following information: 'Check the document displayed below.' with 'Print' and 'Save' buttons; 'Bid Response' title; 'Response Number : 60032949' and 'Response Status : Saved'; 'Bidder Details : Company test for transfer vendor2, duliajan, 123456 DULIAJAN, INDIA'; 'RFx Information : RFx Number :SDI0696P17, Description:TEST TENDER'; and 'Payment Terms : Sight Draft (CAD)-Foreign Bidders Only'. A red box highlights the text: 'To sign the document, select one of the certificates and choose Sign.' Below this, a certificate path is listed: 'C:\IN\_OIL INDIA LIMITED\_OU=ERP\_CN=BHARALI BALEN\_SERIALNUMBER=83d469013c1b48fa3d4aa8fd45398018e9a305-c0d3911bd25'. At the bottom, the 'Sign' button is highlighted with a red box, along with a 'Cancel' button and the SAP logo.

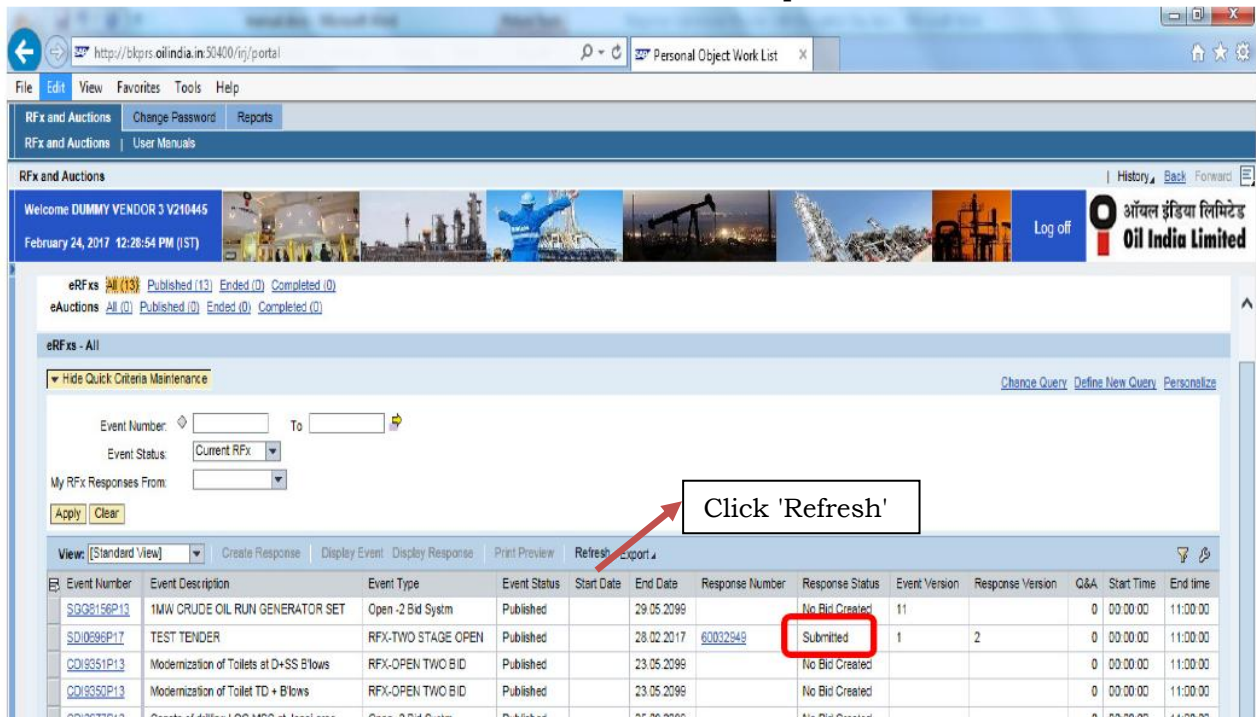
**M.** After Signing the response has to be encrypted again. Select the encryption certificate and **Encrypt Bid**.



N. Click 'Close'



O. Click on 'Refresh'. The status of Response must be 'Submitted'



This is the end of **Response submission with Encryption key** process.

**34.0** OIL now looks forward for your active participation in the tender.

Yours faithfully,

**OIL INDIA LIMITED**

**(S. Patowary)**

**(E-mail ID: [suvarn.patowary@oilindia.in](mailto:suvarn.patowary@oilindia.in))**

**Manager – Contracts (FB)**

**For CGM (FB)**

**For ED (NEP, DSF, OALP PROJ)**

**Ph. No. 0374-280-7463**

\*\*\*\*

## WORKS CONTRACT

### BID EVALUATION CRITERIA (BEC)/ PRE- QUALIFYING CRITERIA (PQC)

**DESCRIPTION OF WORK/SERVICES:** Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil Engineering jobs including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block AA-ONN-2010/2, Karbi Anglong for a period of two (02) years

#### **1.0 GENERAL CONFORMITY:**

The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 mandatory 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 BEC must be submitted along with the Techno-Commercial Bid.

#### **2.0 TECHNICAL EVALUATION CRITERIA:**

Bidders shall have to meet the following criteria to qualify for the tender:

##### **2.1 Experience:**

The bidder must have successfully executed/completed 'Similar Works' under tender over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central/ State Government/ PSUs/ Nationalised Banks of minimum value of either of the following:

One 'similar work' of value = ₹ 8,00,000.00

**OR**

Two 'similar works' of value = ₹ 5,00,000.00 each

**OR**

Three 'similar works' of value = ₹ 4,00,000.00 each

##### **2.2 Notes to Clause 2.1 above:**

- i. **Similar work** mentioned above means experience in any of the following:
  - a. Construction/Repairing of approach road, plinth & foundation, or ancillary civil works for Oil & Gas well drilling activities /production set up.
  - b. Construction/Repairing of bituminous/metal road, RCC bridge, drain.
  - c. Construction/Repairing of RCC/Assam Type building, boundary wall.
  - d. Construction/Repairing/ Site development/ Site preparation work including CC Gabion/ RCC foundation/ river protection work.

- ii. As a proof of requisite experience of 'SIMILAR WORK', bidder shall submit the following documents:
  - a. Copy of **Contract/Letter of Intent/Letter of Award/Letter of Allotment/Work Order** issued by the client organization against the contract.

AND

- b. **Job Completion Certificate** issued by the Client Organization in the letter head, duly signed & sealed, clearly mentioning the following:
  - i. Reference Number of Contract/Letter of Intent/Letter of Award/Letter of Allotment/Work Order,
  - ii. Gross value of job done,
  - iii. Nature and detailed description of works,
  - iv. Contracts period /work order period with Completion date of the work issued by Central/State Government/ PSUs/ Nationalized Banks must be submitted along with the bid,
  - v. Location of the work.
- iii. Only Letter of Intent (LOI) / Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. Moreover, job completion certificate having no Reference Number of Contract/Letter of Intent/Letter of Award/Letter of Allotment/Work Order will not be considered for evaluation of the bid and bid will be rejected.
- iv. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under above Clauses will only be treated as acceptable experience.
- v. A job executed by a bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.
- vi. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time, then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his client(s) and arrange for the confirmation as desired by OIL.
- vii. If the bidder is executing contract(s) which is still running, and the contract value executed prior to original bid closing date is equal to or more than the minimum value prescribed in Clause 2.1 above, the experience may be considered. In such case, copy of SES/COP/Certificate mentioning the value of completed work issued by the client organisation against the contract should be submitted along with the bid in support of the gross value of work-done.

### **2.3 Permanent Residence/ Office:**

The bidder should be a permanent resident or should have a permanent office in Karbi Anglong District of Assam with technical manpower and set-up. Any bidder from outside the aforementioned areas will be not be considered for evaluation of their

bid/ award of contract.

**2.4 Notes to Clause 2.3 above:**

- i. Following necessary documentary evidence must be submitted in support of bidder's permanent residence/ office in the above mentioned areas:
  - a. AADHAR Card/ Voter ID Card/ Driving Licence/ Electricity Bill etc. mentioning the address of the Proprietor/ partner (in case of Proprietorship/ Partnership firm)  

OR
  - b. GST Certificate of the Firm mentioning the address  

OR
  - c. Any other document substantiating the address of the bidder's office/ residence (as applicable)

**3.0 FINANCIAL EVALUATION CRITERIA:**

- 3.1** Annual Financial Turnover of the bidder during any of preceding three financial / accounting years reckoned from the original bid closing date should be at least **₹ 5,00,000.00.**

[**Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

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

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

**3.3 Notes to BEC Clause 3.0 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:
  - (i) Audited Balance Sheet along with Profit & Loss account.  

**OR**
  - (ii) 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-III.**

**Note:** Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- b. 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/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then 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 undertaking in support of the same along with their technical bid as per **Annexure-IV**.
- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para a. and b. above.
- e. In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- f. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual Turnover & Net worth as mentioned in Para 3.0.

#### **4.0 COMMERCIAL/PRICE EVALUATION CRITERIA:**

- 4.1** Bids must be valid for minimum 90 (Ninety) days from the actual date of Bid closing (refer **Annexure-XI** to be submitted with the bid). If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 90 (Ninety) days.
- 4.2** **Bid Security Declaration (as per Annexure-II)** must be furnished as a part of the Techno-Commercial Un- priced Bid. Any bid not accompanied by a proper bid security declaration will be rejected straightway.
- 4.3** OIL shall be entering into an **Integrity Pact** with the bidders as per format enclosed vide **Part-VI** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be uploaded by the bidder (along with the Un-priced Techno- Commercial Bid). Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. Any bid not

accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway.

- 4.4** The bidders must have Encryption Certificate along with Digital Signature Certificate (DSC) of **Class 3 [Organization Type]** to upload all the documents. If the **Digital Signature Certificate (DSC)** used for signing is not of **“Class -3”** & Organizational type with Organization’s name in the name of the bidder i.e. firm’s name, the bid will be rejected.

**Note:** Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

- 4.5** The bids are to be submitted in **single stage under composite bid system** i.e. **Un-priced Techno- Commercial Bid and Price Bid (Undertaking for agreed upon rates against the tender)** together. The bidder must upload the Undertaking for agreed upon rates against the tender (**PROFORMA-I**) digitally signed without any input/alteration from their end in the PROFORMA under the “Notes and Attachments” tab.

- 4.6** All the bidders must submit the **Price Declaration/ Undertaking in Respect of Agreed Upon Rates as per PROFORMA-I** that they agree to execute all the works as per the rate stated in following SORs (in order of priority):

- i. CPWD SOR Rates.
- ii. Karbi Anglong PWD SOR Rates.
- iii. In case of any particular item of work is not covered under the above schedules, the rate will be finalised through rate analysis prepared on the basis of other state SOR, OIL SOR and prevailing market rate.

- 4.7** **All other techno-commercial documents (other than Price Declaration)** are to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under **“Technical Rfx Response”** Tab Page only.

- 4.8** Bid Documents / User Id & Password for OIL’s E-Tender portal are not transferable.

- 4.9** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

- 4.10** Bidders must accept and comply with the following provisions as given in the tender document. Deviations to such provisions shall make the bid liable for rejection.

- a. Offered firm price
- b. Bid security declaration
- c. Scope of work
- d. Specifications
- e. Price schedule
- f. Delivery / completion schedule
- g. Period of validity of bid
- h. Liquidated Damages
- i. Guarantee of material / work
- j. Arbitration / Resolution of Dispute
- k. Force Majeure
- l. Applicable Laws
- m. Integrity Pact

**4.11 Vendor Evaluation/Selection Criteria for award of contract:**

Company will select **maximum 05 vendors** for the Civil Miscellaneous ancillary works in Karbi Anglong (NELP Block (AA-ONN-2010/2)) against this tender. After scrutiny of the bids, if the number of eligible bidders is more than 05, Company shall conduct **“Draw of Lots”** amongst the eligible bidders to ascertain the selection of 05 vendors. However, if the number of eligible bidders is less than 05, the total contract cost shall be equally divided among the eligible bidders as applicable.

**5.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**6.0 GENERAL:**

- 6.1 Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL’s Banning Policy dated 17.03.2023, available in the OIL’s website.
- 6.2 In case bidder takes exception to any clause of bidding 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 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 BRC.
- 6.3 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 clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 6.4 Bidder(s) must note that requisite information/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.6 If any of the clauses in the BEC/BRC contradicts with any of the clauses of the tender document/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.

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**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Karbi Anglong, Assam.
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
2. The contractor shall provide all labour, supervision and transport and all materials including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
  - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
  - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
  - c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.

- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out any work instructed by Engineer-in-Charge.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
- I. The Mines Act.
  - II. The Minimum Wages Act, 1948.
  - III. The Workman's Compensation Act, 1923.
  - IV. The Payment of wages Act, 1936.
  - 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.
  - X. Goods and Service Tax (GST) Law,

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 Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
8. The Contractor must complete any work within **the stipulated time** written in the work order. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of delay of the total work cost subject to a maximum of 7.5% of total work cost.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation

prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
11. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).
19. **SPECIAL CONDITIONS:**
  - a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC, no work will be allotted to him/her until the LCA/LCC is submitted.
  - b) Rs. 20,000 will be kept as Performance Security Deposit against the contract. The amount of performance security deposit shall be released after defect liability period under the contract (including extension, if any). A part or whole of performance security shall be used by the Company in realisation of liquidated damage or claims, if any, or for adjustment of compensation or loss due to the Company for any reason. The performance security shall not earn any interest.
  - c) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
  - d) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & employer's share) with the competent authority monthly under their direct code. 12% P.F. will be applicable on the wage component of the contract cost.

Contract Cost excluding PF: The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned.

Contract Cost including PF: 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 P.F. Contribution on wage component.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) The Contractor shall be in a position to execute multiple works in multiple locations simultaneously.
- o) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- p) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- q) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- r) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- s) The contractor himself (the signatory of the contract) must visit the site for taking necessary instruction from the Engineer-in charge.

## **20. SPECIAL INSTRUCTION**

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

## **21. GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC**

### **22.1 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.

- 22.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 22.3** “**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.
- 22.4** 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**. 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 filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 22.5 Where 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 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 filed under GST laws & rules should be timely filed by supplier with requisite details.
- 22.6 Where 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 actuals against submission of Invoices as per format specified in rules/ regulation of **GST**.
- 22.7** 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.
- 22.8** 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.
- 22.9** **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**.
- 22.10** **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.
- 22.11** 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.
- 22.12** 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.

**22.13** 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.

**22.14** 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.

**22.15** 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.

**22.16** 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 (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **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.

**22.17** 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.

**22.18 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, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- 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 authorised representative.

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

- i. The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

**22.19 ANTI-PROFITEERING CLAUSE**

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.

**22.20** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

**23. INSURANCE:**

23.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.
- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.
- d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

**23.2 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by insurance provided for in this article solely by reason of a deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

23.3 The CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

23.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**23.5 Waiver of subrogation:**

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees”.

**23.6 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

23.7 **Additional Assured:**

“**OIL India Limited**” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen’s Compensation/Employer’s Liability insurance).

23.8 **Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and the indemnity is afforded to all policies.

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

23.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

23.10 The Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

23.11 **On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

23.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- (i) **Employees Compensation (EC) Policy or Employer’s Liability Policy insurance** as required by the laws of the country of origin of the employee.
- (ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- (iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- (iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- (v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory

liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

- (vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)**: CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

**Note:** This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

- (vii) **Any other insurance policy set forth in the SCC**

#### **24.0 SETTLEMENT OF DSIPUTES:**

- 24.1** If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

#### **24.2 Resolution of Dispute through SAC:**

- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 23.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com)
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

#### **24.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.
2. A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of

arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Upto Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended from time to time).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete.
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

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

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

**25.0 FORCE MAJEURE:**

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 term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or

disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

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 contractor.

**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 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**28.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**29.0 TERMINATION:**

- a) **Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- b) **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- c) **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-24.0 above.
- d) **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- e) **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- f) **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- g) If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- h) Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from (a) to (g) and in the event of such

termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

- i) **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials. No demobilization charges shall be payable by COMPANY in case of Article from (d) to (g).

**30.0 SUB-LETTING:** The contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workmen, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this Clause.

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

Signed, Sealed and Delivered,

<b>For and on behalf of Contractor</b>	<b>For and on behalf of Company</b>
M/s. _____ Address _____ _____	Oil India Limited Duliajan, Dibrugarh Assam- 786602
Signature _____ Name of Signatory _____	Signature _____ Name of Signatory _____
Seal of Contractor's firm	Seal of Signatory
(In presence of)	(In presence of)
Signature _____ Name _____	Signature _____ Name _____

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**WORKS CONTRACT****SCHEDULE OF WORK, UNIT AND QUANTITY**

The details of Scope of Work and Schedule of Quantity will be prescribed to the contractor on each work order (in the form of written memos / letter / E-mail/ ERP system generated work order). Based on requirement of the job, work orders shall be issued to the successful bidders as and when required and the same will be on rotation basis.

The maximum value of each work order will be limited to **Rs. 8.00 (Eight) Lakh.**

Company reserves the right to issue more than one work order to any of the contractor as per the job requirement which shall be in a fair and logical manner, preferably on rotation basis.

Payment of all the works will be executed as per the rate stated in following SORs (in similar order of priority):

- i) CPWD SOR Rates.
- ii) Karbi Anglong PWD SOR Rates.
- iii) In case of any particular item of work is not covered under the above schedules, the rate will be finalised through rate analysis prepared on the basis of other state SOR, OIL SOR and/or prevailing market rate.

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**WORKS CONTRACT****SPECIAL CONDITIONS OF CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.

The bidders shall have to comply with all the terms & conditions stipulated herein:

- 1.0 **Period of Rate Contract:** The rate contract shall be valid for a period of 02 (two) years from the date of award of rate contract (i.e. from the date of issue of LOA).
- 2.0 CGM-Civil(HoD) or his authorised representative will issue work order(s) as and when the job arises during the currency of the Rate Contract, clearly specifying the dates for job commencement and completion and contractor shall execute the jobs accordingly to the satisfaction of Company's Engineer-in-Charge, persistent with instructions/ guidance/ supervision and applicable SOR. Intimation of work order will be made either through Notice on the Notice Board or through e-mail to the vendor / contractor at their declared e-mail address and the contractor has to collect the work order from the concerned Engineer.
- 3.0 **Numbers of Firms/Contractors to be enlisted:** The tentative enlistment of firms/contractors for the rate contract shall be **maximum of 05 (five)**. If the number of eligible bidder is less than 05; the contract will be awarded only to the eligible bidders.
- 4.0 **Issue of Work orders:** Based on requirement of the job, work orders (in the form of written memos / letter / E-mail/ ERP system generated work order) shall be issued to the successful bidders as and when required and the same will be on rotation basis. The maximum value of each work order will be limited to **Rs. 8.00 (Eight) Lakh**. Company reserves the right to issue more than one work order to any of the contractor as per the job requirement which shall be in a fair and logical manner, preferably on rotation basis.
- 5.0 The contractor who defaults in making payment of wages/ remuneration etc. to the contract labours / their own labours engaged by them and/ or persons employed by them/ or other statutory dues like PF/ GST/ Royalties etc. to the authorities concerned and the non-payment/ default is concurred by the competent statutory authority/ department of OIL / Court, OIL reserves the right to terminate the contract and put such contractor on debarment list as per Company's Banning Policy without any further notice.
- 6.0 In the event of placement of work intimation order on a contractor (in the form of written memos / letter / E-mail/ ERP system generated work order as stated above), if the contractor fails to commence the work within 7 (seven) days as advised vide work order without any valid reason, the work order / advice shall be treated as cancelled, the job will be allotted to other eligible contractor and the defaulted contractor shall not be considered for allotment of work in the succeeding cycle of allotment.
- 7.0 In the event of placement of work order on the contractor (in the form of written memos / letter / E-mail/ ERP system generated work order as stated above), if the contractor fails or refuses to execute the job at the applicable rates, terms & conditions within the stipulated time of the work order, the work order will be treated as cancelled and the job will be allotted to other eligible contractor. The defaulted contractor shall be issued a warning letter with corrective measures to be observed by the contractor. Further allotment of work to the contractor will be delayed depending on the merit of the response.
- 8.0 The repeated non-acceptance of work order (in the form of written memos / letter / E-mail/ ERP system generated work order as stated above) and failure on the part of the contractor to execute the

jobs in time (maximum 03 times in either case) at the applicable rates, terms and conditions, no further work shall be allotted to the contractor under this Rate Contract. Further, his/ her / their name may be put in debarment list and the period of debarment shall be at the sole discretion of the Company besides forfeiture of his/ her Performance Security Deposit.

- 9.0 If any of the persons engaged by the contractor misbehaves with any official or work-person of the Company or commit any misconduct in connection with the property of the Company or suffer from any serious communicable disease, the contractor shall replace them immediately.
- 10.0 The contractor shall maintain all record, registers required to be maintained by him /her/ them under various statutory & labour laws and produce the same before the statutory authorities as and when required.
- 11.0 The contractor shall also submit periodical reports under various statutory & labour laws under intimation to the Principal Employer, OIL.
- 12.0 The Contractor must comply with minimum wages as applicable and must ensure equal remuneration/ wage to all labours engaged by them irrespective of gender, caste, religion and age, permitted by law.
- 13.0 If asked, the contractor shall get antecedents of the persons engaged by him/ her / them verified from the police station concerned and produce a certificate in this regard to OIL. Any unforeseen consequence shall be responsibility of the contractor concerned.
- 14.0 In case of strike resorted to by the contractor or his / her/ their workmen, in isolation or in group, hampering the Company's essential services, OIL reserves the right to employ casual labour or other contractors, with 24 hours' notice, for carrying out the work at the risk and cost of the contractor to whom the jobs were allotted. In addition, punitive action will be taken against such contractor as per Company's procedure.
- 15.0 All safety precautions must be taken by the contractor at site. All the labours must be provided with necessary PPEs and safety briefing must be done before start of work. If any contractor labourer, during his / her employment, sustains any injury or disablement in work accident, the contractor shall provide necessary medical treatment at the contractor's cost & risk. OIL's personnel will not be responsible for any injury or loss whatsoever.
- 16.0 Storage of materials supplied by contractor (e.g. cement, reinforcement bar etc.) and transportation to site shall be the responsibility of the contractor.
- 17.0 In the event of the Company inadvertently awarding any contract due to oversight against the principle of "One person-one firm" (one person, either as a proprietor or partner is allotted more than one contract), and the same comes to the knowledge of the Company at a later stage, then the Company shall withdraw any one Contract allotted to the firm/contractor.
- 18.0 The quality of job done by the contractors is to be as per the sound Engineering practice & technical specifications and to the satisfaction of the Engineer-in-charge. In the event of poor quality of job done at site, the contractor shall have to rectify the job with requisite quality at his / her / their own cost and risk.
- 19.0 The contractor shall have to report to CGM-Civil (HoD) or his authorised officials for issuance of work-order as and when the job requirements arise and start the job execution at site in consistence with instructions of Company Engineer.
- 20.0 Company reserves the right to initiate actions against the bidder / contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy available at OIL's website.

**21.0 PLANTS AND EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR:**

If required, the contractor should be capable of mobilising the following plants and equipment to the site as and when required for successful completion of the job:

- i) Concrete Mixture Machine - 02 Nos.**
- ii) Concrete Vibrator (Needle Type) - 02 Nos.**
- iii) Slump Cone - 1 No.**
- iv) Cube mould (150mm x 150mm x 150mm) - 9 Nos.**
- v) Road roller – 02 Nos.**
- vi) Excavator – 01 No.**
- vii) Dumper – 03 Nos.**

**22.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

- 22.1 The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be 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 representative of OIL.
- 22.2 The Contractor shall ensure complete safety of the personnel and all the equipment engaged by him. They shall take full responsibility for their safety.
- 22.3 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 22.4 Contractor 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 omission at work. The contractor must cooperate with his/ her employee or other persons as 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.
- 22.5 The Contractor may frame a mutually agreed bridging document, if required, between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 22.6 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/ her men every day for the work, punctually.
- 22.7 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him use the proper PPE while at

work. Contractor employees should be encouraged for proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

- 22.8 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.
- 22.9 If asked for, Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
- 22.10 Contractor has to ensure that all work is carried out in accordance with the SOP and for the purpose he may deploy competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
- 22.11 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 22.12 Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from Installation Manager before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 22.13 If the Company (OIL) arranges any safety awareness program/ training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- 22.14 The Contractor or his representative shall arrange tool box meetings and regular site safety meetings and maintain records.
- 22.15 Contractor should ensure that all his personnel deployed are of sound health and medically fit as per the requirement of the job. The Contractor shall not engage minor labor below eighteen (18) years of age under any circumstances.
- 22.16 OIL will communicate all information to the Contractor or his authorized representative only. Contractor shall submit details of authorized representative wherever applicable.
- 22.17 The Contractor shall have to report all incidents including near miss to the representative of OIL.
- 22.18 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.
- 22.19 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same contractor.
- 22.20 The Contractor should prevent frequent change of his deployed employees as far as practicable. However, if OIL's Engineer In Charge found any person not suitable for the job, the Contractor has to remove the person and replace a suitable person.

- 22.21 Necessary sign-board/ warning signals like “caution”, “hot work in progress”, “men at work”, emergency telephone numbers etc. should be used wherever applicable. The said signals/ sign-boards shall have to be arranged by the contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 22.22 Barricading of area to be done with reflecting tapes as applicable during work.
- 22.23 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site.
- 22.24 Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas/ hazardous areas unless they have been classified as “intrinsically safe” for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.
- 22.25 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.
- 22.26 In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, appropriate action will be initiated against the Contractor.
- 22.27 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 22.28 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.
- 22.29 Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 23.0 CONTRACTOR’S RISKS:**  
All risks of loss of or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.
- 24.0 INDEMNITY AND INSURANCE:**
- 24.1 The contractor shall provide suitable insurance coverage (preferably ‘Contractor’s All Risk’ policy insurance) from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor’s risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.
- Loss of or damage to the works plants and materials.
  - Loss of or damage to the equipment.
  - Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.
  - Physical injury or death of all his manpower deployed by him.
- 24.2 In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

- 24.3 The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.
- 24.4 Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.
- 24.5 **Indemnity Agreement:**  
The contractor shall at all times indemnify and keep indemnified the Company and its personnel from and against all third party claims whatsoever, including but not limited to property loss and damage, personal accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Company.
- 25.0 Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.
- 26.0 The Contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the bidder, the bidder must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the bidder.
- 27.0 Defect liability period shall be 6 months beyond the date of completion of the works allotted under the Rate Contract as certified by Engineer-In-Charge. During defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/Performance security.
- 28.0 A Hindrance Register shall be maintained to record all hindrances encountered during execution of works against the contract. The items of work affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.
- 29.0 **PBG/Security Deposit Clause:** The Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ of Rs. 20,000 (Not to be filled up by the bidder while submitting the offer. This is to be filled up by OIL at the time of award of the contract to the successful bidder) with validity upto \_\_\_\_\_. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. Security deposit will be released to the Contractor after defect liability period of whole contract period as defined in the Contract subject to receipt of advice for release of the same from the User Department.

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**WORKS CONTRACT**

**SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT**

**DESCRIPTION OF WORK/SERVICES:** Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.

- A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and
  - B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENT for use in the execution of work.
- 
- 1) **MATERIALS:** Nil (All materials required for execution of the job to be arranged by the Contractor).
  - 2) **PLANTS AND EQUIPMENT:** Nil (All plants and equipment required for execution of the job to be arranged by the Contractor).

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**To,  
FRONTIER BASIN PROJECT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE: Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company’s operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) 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 authorized 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 personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 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.
- g) We shall abide by the HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.** 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.

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 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:-

- I. No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.
- II. 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.
- III. The Principal will exclude from the process all known prejudiced persons.

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

**Section 2 - Commitments of the Bidder**

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

- I. The Bidder 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 subsequent contract execution, if awarded.
- II. The Bidder 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.

- III. The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.
- IV. The Bidder 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.
- V. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- VI. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
- VII. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 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 bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.
2. The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.
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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 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.
- 9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

**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. 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 case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- 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.

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**For the Principal**

Place:  
Date:

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**For the Bidder/Contractor**

Witness 1: .....  
Witness 2: .....

*(To be submitted in the Letterhead of bidder)*

**To,  
FRONTIER BASIN PROJECT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**UNDERTAKING BY BIDDER IN RESPECT OF AGREED UPON RATES  
AGAINST TENDER NO. CNI9986P26**

**DESCRIPTION OF WORK/SERVICES:** Empanelment/Short-listing of Five (05) Nos. Vendors/Civil Contractors and awarding of Rate contracts to carry out Miscellaneous Civil job including new construction work, repairing and maintenance of civil works etc. on as & when required basis within Company's operational areas in NELP Block (AA-ONN-2010/2), Karbi Anglong for a period of two (02) years.

**Sirs,**

I/We do hereby solemnly affirm and declare as under:

- a. That I/we have gone through all the tender documents (i) Instruction to Bidders (ii) BEC/PQC (iii) GCC (iv) SOQ (iv) SCC (v) SCPME (vi) SM (vii) IP and agree with all the terms and conditions provided there in.
- b. That I/we hereby offer to execute any Civil construction/repairing/miscellaneous work at the rates prescribed in prevailing SORs (as depicted below in similar order) inclusive of all liabilities including statutory liabilities except GST in accordance with the Contract Terms & Conditions, which I/ we have fully understood. Rates will be finalized from the following SOR:
  - i. CPWD SOR Rates.
  - ii. Karbi Anglong PWD SOR Rates.
  - iii. In case of any particular item of work is not covered under the above schedules, the rate will be finalised through rate analysis prepared on the basis of other state SOR, OIL SOR and/or prevailing market rate.

Yours Faithfully.

(Seal)

Date \_\_\_\_\_

M/s \_\_\_\_\_  
(NAME OF CONTRACTOR)

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**Note: Bidder must upload the duly filled and signed Proforma in the OIL's e-portal with digital signature.**

**(TO BE TYPED ON THE OFFICIAL LETTER HEAD OF THE BIDDER)**

To,  
**Oil India Limited**  
**Frontier Basin Project**  
**Duliajan, Assam - 786602**

**Sub: UNDERTAKING/DECLARATION BY THE BIDDER (S) IN RESPECT OF TENDER NO. CNI9986P26**

*(To be submitted by the Bidders who are not covered under EPF&MP Act, 1952)*

Dear Sirs,

This is in connection with the Bid submitted by ..... (Name of the Bidder) against Tender .....for .....(subject of the Tender). As per the conditions stipulated in Clause no..... (Name of the Provision/Covering Letter etc.), we/I, being authorized on behalf of .....(Name of the Contractor) hereby confirm and undertake as follows;

- That our Firm/Company shall be responsible to comply with all the applicable labour laws in respect of the present Contract.
- That we are fully conversant with the applicable laws and confirm that our Firm/Company is not covered under the Employees Provident Funds and Misc. Provisions Act, 1952 and applicable Rules there under, and therefore I we have not obtained any registration or Provident Fund Code under the Act.
- That if, during the period of the present Contract, we/our Firm /Company comes within the coverage of the aforesaid Acts or any other statutes; we shall comply with the same and submit the necessary documents to OIL. We further confirm that we will indemnify OIL towards any future statutory compliances/claims raised from any corner including statutory authorities against the Labour engaged by our Firm/Company in the Contract.
- That in the event of any contravention towards the applicable laws found on our part in respect of the present Contract, we undertake to indemnify OIL and deposit the claims, if any.
- That we shall fulfill all the obligations arising from under the labour laws in force from time to time and keep OIL indemnified against any loss/liability arising out of failure of our avoiding the laws.

We, further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender including but not limited to termination of contract and debarment from future business with OIL.

I/We declare that the information given above is true and any misstatement or 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** \_\_\_\_\_  
**(BIDDER)**

**Place:-**

**Date:-**

**(TO BE TYPED ON THE OFFICIAL LETTER HEAD OF THE BIDDER)**

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**BID SECURITY DECLARATION**

**To,  
Oil India Limited  
Frontier Basin Project  
P.O. DULIAJAN – 786602  
Assam, India**

Sub: BID SECURITY DECLARATION IN RESPECT OF TENDER NO. **CNI9986P26**

Dear Sirs,

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Security Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) bearing PAN ..... for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

UDIN:

Membership No. :

Registration Code. :

Signature

**TO BE EXECUTED ON THE OFFICIAL LETTER HEAD OF THE BIDDER BY THE AUTHORIZED SIGNATORY OF THE BIDDER**

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**Certificate of compliance of Financial Criteria in respect of Tender No. CNI9986P26**

I ..... the authorized signatory(s) of ..... (Bidder's/ Firm's name) do hereby solemnly affirm and declare as under:-

**The Balance Sheet/Financial Statements for the financial year 2024-2025 has actually not been audited as on the Original Bid closing Date.**

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of the authorized signatory

Name of bidder/ firm: .....

Designation:

Place: .....

Date: .....

(Affix Seal of the Organization here)

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***Note to bidders:*** This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date. In case of extension of due date for Tax Audit for the preceding financial/ accounting year, the Undertaking shall be applicable only if the original bid closing date falls within the extended period.

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

To,  
Oil India Limited  
Frontier Basin Project  
Duliajan, Assam – 786602

**Sub:** Undertaking/Declaration regarding financial standing

**Ref:** Tender No. **CNI9986P26**

We, \_\_\_\_\_ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

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

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

\_\_\_\_\_  
(Name & Signature of the authorised  
signatory of the bidder)

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

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS  
SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS**

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

**Ref: Tender No. CNI9986P26**

To,  
Oil India Limited  
Frontier Basin Project  
Duliajan, Assam – 786602

Dear Sirs,

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

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

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

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

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

**PROFORMA FOR AUTHORISED SIGNATORY**

***(To Be furnished in case the Firm is Partnership or Co-Operative Societies)***

To,  
Oil India Limited  
Frontier Basin Project  
Duliajan, Assam – 786602

Dear Sir,

**SUB: OIL's IFB No. CNI9986P26**

Partner/Members of M/s \_\_\_\_\_ solemnly authorize  
Mr./Ms. \_\_\_\_\_ to act as Primary authorized signatory of our firm  
M/s \_\_\_\_\_.

Mr./Ms. \_\_\_\_\_ of M/s \_\_\_\_\_ is authorized  
to sign all the undertakings, agreement and such other documents as may be necessary on behalf of firm.

All his actions in relation to this business will be binding on us.

**Partners/Members**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**ACCEPTANCE AS AN AUTHORIZED SIGNATORY**

I, Mr. \_\_\_\_\_ (Partner) hereby solemnly accord my acceptance to act as authorized signatory  
for the above referred business and all my acts shall be binding on the business.

Yours faithfully,

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

Name & Designation \_\_\_\_\_

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

**NOTE:** This letter of authority shall be on printed letter head of the firm, and shall be accompanied by  
Power of attorney.

**FORMAT OF PERFORMANCE BANK GUARANTEE**

**To**  
**M/s OIL INDIA LIMITED,**  
**FRONTIER BASIN PROJECT,**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS \_\_\_\_\_ (Name and address of the 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 is 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 there under 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.:

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:

Contd.... P/2

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

- a) SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_
- b) Designation \_\_\_\_\_
- c) Name of the Bank \_\_\_\_\_
- d) Address \_\_\_\_\_

Note:

- \* 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.
- \*\*\* The Bank Guarantee issuing bank branch shall ensure the following:
  - a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
    - (i) MT 760/ MT 760 COV for issuance of Bank Guarantee
    - (ii) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Performance Security must contain the Contract Number.

**UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOI)**

To,

**The Oil India Limited  
Frontier Basin Project  
Duliajan – 786602  
Assam**

We M/s ..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .... for an amount of INR ..... valid up to ..... as per terms and conditions of the Tender/Contract No. ....

**BG issuing bank details:**

Bank:	
Branch:	
IFS Code:	
<b>Contact Details</b>	Mobile No.:
E-mail Addresses:	Telephone No.:
	Fax No.:
<b>Correspondence Address</b>	State:
H No/Street/City:	Country:
	Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender/contract and hereby confirming the correctness of the details mentioned.

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

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

Vendor Code: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF TERM DEPOSIT/ FIXED DEPOSIT AFTER ISSUE OF LOI)**

**Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit from the issuing bank**

To,  
M/s Oil India Limited,  
P.O. Duliajan, Assam, India

Sub: **Contract No.** .....

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

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

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

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

**Seal of the Bank:**

**BID FORM**

To  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: OIL's IFB No. CNI9986P26**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 (Ninety) days** from the actual date of 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 \_\_\_\_\_ 202\_.

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

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

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

**Seal of the Bidder:**