

CONTRACT SECTION, PHQ NOONMATI

DATE: 29.04.2023

CORRIGENDUM - 1 FOR OIL'S GEM TENDER NO. GEM/2023/B/3320863 Dated: 01-04-2023

1. THIS CORRIGENDUM IS BEING ISSUED TO INCORPORATE THE **PROFORMAS** AS UNDER—

BID FORM

To	•			
M	/s	Oil	India	Limited,

Sub: Maintenance of Earthing System at PS-5, Guwahati for a period of 2(two) years)

<u>•</u> Gentlemen,

Having examined the General and Special Terms & 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 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	_ 2023.
Authorised Person's Si	gnature:	_
Name:		
Designation:		

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder	:
Name:	

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Non-Compliance**" in the above Proforma is left blank (or not submitted along with the Bid), then it would be construed that the bidder has not taken any exception/deviation to the IFB requirements.

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

GM(CONTRACTS) Contracts Department, Oil India Limited, PHQ, GUWAHATI-781171, Assam, India.		
Sir,		
I/We	confirm that Mr	(Name and address) as
authorised to represent us during b	oid opening on our behalf	f with you against IFB No
for "Maintenance of Earthing Sys	tem at PS-5, Guwahati	for a period of 2(two) years)".
Yours Faithfully,		
Authorised Person's Signature:		
Name:		
Signature of Bidder:		
Name:		
Date:		

PROFORMA FOR LETTER OF AUTHORITY

TO
GM-CONTRACTS
Contracts Department,
Oil India Limited, PHQ,
GUWAHATI-781171,
Assam, India.

Dear Sir,

SUB: LETTER (OF AUTHO	DRITY
---------------	----------	-------

We,	of	
confirm that Mr		
(Name and Address) is our behalf with you as	s authorised to represent us to	Bid, negotiate and conclude the agreement on f Earthing System at PS-5, Guwahati for a
We confirm tha	t we shall be bound by all and v	vhatsoever our said representative shall commit
Authorised Person's	Signature:	
Name:		77
		Yours faithfully
		Signature:
		Name & Designation
		For & on behalf of

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

PROFORMA-V

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No	Date
Sub: Undertaking of authenticity of information/documents s	<u>ubmitted</u>
Ref.: Your IFB for Maintenance of Earthing System at PS-5, Gu years).	wahati for a period of 2(two)
To, The GM-Contracts Contracts Department, OIL, PHQ-Guwahati	
Sir,	
With reference to our quotation against your above-referred tend fraudulent information/documents have been submitted by us.	ler, we hereby undertake that no
We take full responsibility for the submission of authentic informacited bid.	tion/documents against the above
We also agree that, during any stage of the tender/contract information/documents submitted by us are found to be false/for reject our bid at any stage including forfeiture of our EMD and/or contract and/or carry out any other penal action on us, as deemed	rged/ fraudulent, OIL has right to r PBG and/or cancel the award of
Yours faithfully,	
For (type name of the firm here)	
Signature of Authorized Signatory Name: Designation: Phone No. Place: Date:	

(Affix Seal of the Organization here, if applicable)

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note 'd.' under Clause 3.0 Financial Criteria of BEC-BRC / PQC

I				signatory(s	•
affirm and declare/ undertake as und	(Company or Fi ler:	irm name wit	h address) d	lo hereby	solemnly
The balance sheet / Financial Stat not been audited as on the Original		_	ar	have	actually
Yours faithfully,					
For (type name of the firm here)					
Signature of Authorized Signatory					
Name:					
Designation:					
Phone No.					
Place:					
Date:					
(Affix Seal of the Organization here, if	applicable)				

<u>Note</u>: 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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED	BY PRACTISING	CHARTERED	ACCOUNTANTS'	FIRM ON TH	EIR LETTER
HEAD					

TO WHOM IT MAY CONCERN

This	is to	certify	that	the	following	financial	positions	extracted	from	the	audited
financial	stater	ments c	of M/s	s			(Nam	e of the I	Bidder)	for	the last
three (3)	compl	leted ac	count	ing y	years up t	o	(as the	case ma	y be) a	are c	orrect.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores
2019-2020		
2020-2021		
2021-2022		

Place: Date: UDIN: Seal:

Membership Code & Registration No.:

Signature

FORMAT FOR UNDERTAKING (IN TERMS OF BEC CLAUSE NO. 1.1.3) (On Non-Judicial Stamp Paper of Rs. 100/-) TO BE NOTARISED UNDER NOTARY ACT, 1952

To,

GM(CONTRACTS) OIL INDIA LIMITED PHQ, GUWAHATI

Dear Sir(s),

UNDERTAKING / DECLARATION BY THE BIDDER

This is in connection with the Bid submitted by me/us (Name of Bidder), against IFB for Maintenance of Earthing System at PS-5, Guwahati for a period of 2(two) years).

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

- a. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI etc.
- b. Cost of PPE, spares, consumables, tools & tackles etc.
- c. Other charges / cost including overheads, insurance, handling charge etc.
- d. Material and Equipment (if any) cost.
- e. IME (Initial Medical Examination) cost.

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

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers as a minimum the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like PF, bonus & ESI etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

Contd..... P/2

Page No. 2

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I/We shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I/We further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under

the Contract, by the Labourers engaged by me or by any statutory authorities, I/We shall solely be responsible for the same and hold the Company harmless against such dispute or claims. I/We further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,				
1. Authorized Signatory with Seal				
(Bidder)				
Place:				
Date:				

FORM OF PERFORMANCE BANK GUARANTEE (To be submitted by the successful bidder in case of award of contract)

CONT PIPEI	OIL INDIA LIMITED, TRACTS SECTION LINE DEPARTMENT, GUWAHATI M, INDIA, PIN -781 171.
WHE: called (Nam Contr	REAS (Name and address of Contractor) (hereinafter l "Contractor") had undertaken, in pursuance of Contract No to execute e of Contract and Brief Description of the Work) (hereinafter called "the ract").
you v	WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish with a Bank Guarantee as security for compliance with Contractor's obligations in accordance the Contract.
we he Guara the ty pay y the lin for yo	WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE creby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of antee in figures) (in words), such amount being payable in the proportions of currencies in which the Contract price is payable, and we undertake to ou, upon your first written demand and without cavil or argument, any sum or sums within mits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons are demand for the sum specified therein. We hereby waive the necessity of your demanding the debt from the Contractor before presenting us with the demand.
the w	arther agree that no change or addition to or other modification of the terms of the Contract or work to be performed thereunder or of any of the Contract documents which may be made sen you and the Contractor shall in any way cease us from any liability under this guarantee, we hereby waive notice of such change, addition or modification.
This a	guarantee is valid until theday of
The d	etails of the Issuing Bank and Controlling Bank are as under:
BANK BANK BANK	ng Bank: X FAX NO: X EMAIL ID: X TELEPHONE NO.: CODE OF THE BANK:
Contr	rolling Office:
Addre	ess of the Controlling Office of the BG issuing Bank:
Name	e of the Contact Person at the Controlling Office with Mobile No. and e-mail address:
Notwi	thstanding anything contained herein:
a)	Our liability under this Bank Guarantee shall is restricted up to Rs
b)	This guarantee shall be valid till
c)	We are liable to pay the guarantee 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.
	SIGNATURE AND SEAL OF THE GUARANTORS
	Designation
	Name of Bank
	Address
	Witness
	Address
	Date
	Place

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

BAN	K DETAILS OF BENEFICIA	ARV
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
С	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
1	Email Id	Guwahati.branchhead@axisbank.com

Encl. Original Bank Guarantee

To,

GM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI-781171

SUB: SAFETY MEASURES

<u>Description of work/service</u>: Maintenance of Earthing System at PS-5, Guwahati for a period of 2(two) 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, 1984 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.

Contd..... P/2

PROFORMA-X

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·	te safety measures or lack of supervision on our part would bany will not be responsible for any lapses on our part in
g) We shall abide by the HSE (Health, Safe	ty & Environmental) points listed in tender document.
(Seal)	Yours Faithfully,
Date	M/s FOR & ON BEHALF OF CONTRACTOR

PROFORMA-XI

BID SECURITY DECLARATION

To,	(To be submitted on Bidder's letter head only in case of seeking exemption of Bid security/EMD)
M/s.	Oil India Limited
	,
Sub:	
Tend	er No:
Dear	Madam/Sir,
After	examining / reviewing provisions of above referred tender documents (including all
corri	gendum/ Addenda), we M/s (Name of Bidder) have submitted our offer / bid
no	
We, I	M/s(Name of Bidder) hereby understand that, according to your conditions, we
are s	ubmitting this Declaration for Bid Security.
We u	nderstand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA
in th	is regard), if we are in breach of our obligation(s) as per following:
(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during
	the period of bid validity specified in the form of Bid; or
(b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
	 (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
	(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.
Pla	ace: [Signature of Authorized Signatory of Bidder]
Da	nte: Name:
	Designation:
	Seal:

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER

(To be executed on non-judicial stamp paper of appropriate value)

(To be executed on non-judicial stamp paper of appropriate value)
WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnate to the context includes their legal representatives, successors and assigns having their Pipelin Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with
AND WHEREAS
i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACTOR incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated the sole risk and expense of the CONTRACTOR.
ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.
NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR herebirrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss of damage or destruction to or of the said materials or any item or part thereof by the pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemic all or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, fault fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse of misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agent whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and unter the date of return to OIL of the said materials or relative part of item thereof completed fabricated works(s) incorporating the said material and undertake to pay to OI forthwith on demand in writing without protest or demur the value as specified by OIL the said material or item or part thereof, lost, damaged, destroyed, misused and/of misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing an inspection costs/or expenses up to) and aggregate limit of [In words
Only). AND THE CONTRACTOR hereby agrees with OIL that:
and the contractor hereby agrees with oil that.

i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the

CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated ______.

Place:

(SIGNED BY COMPETENT AUTHORITY)

Dated:

Official seal of the CONTRACTOR

us

CERTIFICATE FOR RESTRICTION OF PROCUREMENT

Format for Undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of Expenditure, Ministry of Finance, Govt. of India (To be typed on the letter head of the bidder)

Ref. No dtd	Date
OIL INDIA LIMITED	
Dear Sirs,	
shares a land border with India such a country, has been regis bidder fulfils all requirements i	ding restrictions on procurement from a bidder or a country which a; We certify that this bidder is not from such a country or, if from tered with the Competent Authority. We hereby certify that this n this regard and is eligible to be considered. [Where evidence of etent Authority shall be attached.]"
information/documents submi	stage of the tender/contract agreement, in case the above tted by us are found to be false, Oil India Limited has the right to ninate contract at any stage and carry out further legal action on us
Yours faithfully, For (type name of the firm here	:)
Signature of Authorised Signat Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization I Note: This form should be return	

UNDERTAKING FOR LOCAL CONTENT

(To be submitted in the letter head of the bidder)

	(Name of the bidder) have submitted Bid No for "Maintenance of Earthing Syste	<u> </u>
of 2(two) years)."		•
Petroleum and Natural Ga (or as amended from time For and on behalf of _ Authorized signatory _ Name	at we meet the mandatory minimum local content as, Government of India vide Notification No. FP-2 e to time). The percentage of Local Content is	20013/2/2017-FP-PNG dated 17.11.2020

Proforma of Bank Guarantee towards Purchase Preference - Local Content

Re	f. No	I	Bank Guarantee No
То	India Limited	Dated _	
Inc	lia		
De	ar Sirs,		
1.	In consider	ation of	(hereinafter referred to as OIL, which
	successors, admir No	histrators, executor dated dated dated all the amendad office at dehich expression shows a shall furnish to Offillment of condition the certificate of	to the context or meaning thereof, include all its ors and assignees) having entered into a CONTRACT (hereinafter called 'the CONTRACT' which demonst thereto) with M/s having (hereinafter referred to as the nall, unless repugnant to the context or meaning thereof tors, executors and assignees) and OIL having agreed that IL a Bank guarantee for India Rupees/US\$ ons pertaining to Local Content in accordance with the Local Content submitted by the contractor for claiming hase Preference Policy (linked with Local Content).
2.	having head/regist Bank", which exprall its successors, and undertake to extent of Indian (in or protest and/or on the Bank by se on the bank as registered any Court, whatsoever, as liat the guarantee here it is discharged by affected by the liquid by affected by the liquid by and the guarantee here it is discharged by affected by the liquid by a successful by the liquid by a successful by the liquid by t	estered office atession shall, unless administrators, ex pay to OIL immed Rs./US\$ (in figure words) without any reference rving a written not gards the amount of Tribunal, Arbitrate bility under these pein contained shall of OIL in writing uidation, winding	registered under the laws of (hereinafter referred to as "the strepugnant to the context or meaning thereof, include ecutors and permitted assignees) do hereby guarantee iately on first demand in writing any / all money to the trees) (Indian Rupees/US Dollars) without any demur, reservation, contest ace to the CONTRACTOR. Any such demand made by OIL ice shall be conclusive and binding, without any proof, due and payable, notwithstanding any dispute(s) pending or or any other authority and/or any other matter or thin presents being absolute and unequivocal. We agree that be irrevocable and shall continue to be enforceable until g. This guarantee shall not be determined, discharged or up, dissolution or insolvency of the CONTRACTOR and atting against the bank.

- 3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
- 4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
- 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
- 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with

	the purchase CONTRACT has been placed.
9.	Notwithstanding anything contained herein above, out liability under this Guarantee is limited to INR in figures) (Indian Rupees/US Dollars (in words)) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).
	Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.
In	witness whereof, the Bank through its authorized officer has set its hand and stamp on this

_____ date of _____ 20__ at ____

(Signature) Full name, designation and address (in legible letters) With Bank

Attorney as per power of Attorney No._____ Dated _____

Bidder shall submit following filled-up format for each work experience submitted against Para 1.2 of PQC.

FORMAT FOR TECHNICAL WORK EXPERIENCE

S1.	Required details	Work Experience no
No.	Required details	work Experience no
1.	Title of work	
2.	Client/ Project Proponent	
3.	Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)	
4.	Brief description of work	
5.	Work belongs to Hydrocarbon Industry	Yes / No
6.	Is the work executed in India	Yes / No
7.	Reference no. of Letter of Award/ Work Order/ Contract	
8.	Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract	
9.	Original period of work (in months) as per letter of award, without time extensions	
10.	Work start date	
11.	Work completion/ commission date	
12.	Awarded value of Work (including GST/Tax)	
13.	Executed value of Work (including GST/Tax)	
14.	File name and relevant page no. of the uploaded document in e-portal as proof of Letter of Award for the work	
15.	File name and relevant page no. of the uploaded document in e-portal as proof of Contract/ Work Order for the work	
16.	File name and relevant page no. of the uploaded document in e-portal as proof of Completion Certificate for the work	
17.	File name and relevant page no. of the uploaded document in e-portal as proof of relevant additional supporting documents for the work	
18.	File name(s) of the uploaded documents in e-portal as proof of relevant additional supporting documents	
19.	Relevant Page no. of above file in sl. 18	
_		

PROFORMA- XVII

UNDERTAKING TOWARDS PURCHASE PREFERENCE

TO
GM-CONTRACTS (HoD)
Contracts Department
PHQ GUWAHATI
PIN-781171
Dist. KAMRUP (M),
Assam India

Dear Sir,	(Name	e of	the	bidde	r) have	subm	nitted Bio	i No.
We,								
against GeM	Bid	No						dated
"Hiring the service when required basis for OIL's of 2 (two) years".								
We are eligible and shall avail b	enefit c	of Pu	rchas	e Prefer	ence un	der the	policy,	
(please (✓) tick the policy you	ı have	opte	ed)					
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PROFORMA- XVIII

INTEGRITY PACT(N/A FOR THIS TENDER)

Between

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

And

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

Preamble:

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to be the following principles during his participation in the tender process and during the contract execution.

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- 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- **(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- 1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

CONTRACTOR COMPANY

4. A transgression is considered to have sectified in light of available evidence no reasonable doubt is possible.

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

Section 4 -Compensation for Damages

- 1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee. 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no

damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall

Section 5 -Previous transgression

- 1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

compensate the Principal only to the extent of the damage in the amount proved.

- 1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
- The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

- 1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Mon**GONIFRACTOR**ject to instructions by the representatives of the parterand performs his functions neutrally and independently. He reposts 46 the Chairperson of the Board of the Principal.

- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section: 10 -Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should **GONFRACTOR** provisions of this agreement turn out to be invalic**COMPANY** ainder of this agreement remains valid. In this case, the parties **37**1P strive to come to an agreement to their original intensions.

For the Principal	For the Bidder/Contractor
	Witness 1:
	Witness 2:
Place. Date.	******

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

Name:
FULL Address:
Phone Number:
Mobile Number:
E-mail address:
Fax Number:
Bank Account Number (in which the Bidder wants remittance against invoices):
Bank Name:
Branch:
Address of the Bank:
Bank Code:
IFSC/RTGS Code of the Bank:
NEFT Code of the Bank:
PAN Number:
GST Registration Number:
Signature of Bidder with Official Seal

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APPENDIX-A

- It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 all HSE laws by the sub or sub-Contractors.
- Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, 3.0 including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more 9.0 than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 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.
- Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- To arrange daily tool box meeting and regular site safety meeting and maintain records. 17.0
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules
- 1955) by the Contractor.
 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as
- is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the

interest of health, safety and welfare of the employee or any other person.

- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 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.

Appendix-B

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;
- Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
 - 2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.
 - 3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

STARTUP AND MSE VENDORS

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

- Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
 - Certificate of incorporation.
- 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

PROFORMA-XX

CONTRACTOR COMPANY

Contracts Department Guwahati, Assam – 781171 We M/s. are submitting the Performance Security in favour of Oil India Limited, Guwahati in the form of bank guarantee bearing Reference No. for an amount of INR..... valid up to as per terms and conditions of Tender / Contract No. BG issuing bank details: Bank Branch IFS Code **Contact Details** Mobile E-mail Addresses Telephone Fax **Correspondence Address** 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 and hereby confirming the correctness of the details mentioned. Authorized Signature _____ Name Vendor Code

To,

Oil India Limited

Email ID _____

Mobile No. _____

Encl. Original Bank Guarantee

CHECKLIST DATE: BIDDER:

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID	SUBMITTED/NOT SUBMITTED	REMARKS
Price Schedule and Breakup as per Format		
DOCUMENTS REQUIRED AS PER BRC		
BRC: Local Content		
BRC: Documentary proof furnished in support of		
the experience such as Purchase order / work order / contract document along with completion certificate from the Organization BRC: A certificate issued by a practicing		
Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth OR Audited Balance Sheet along with Profit & Loss account		
Bidders must furnish the following information with relevant documents wherever necessary:		
a) Tax Exemption Certificate, if any, if /applicable.		
b) PAN no. (photocopy of the PAN card required).		
c) GST registration No.		
d) Bank account No. with name of Bank, Type of account, Bank address.		
e) P.F. Account No. / Code.		
f)ESI registration no.		
Bid Form,		
Bid Security Declaration Form		
Performance Security Form,		
Sample Agreement Form		
Statement of compliance/ Non compliance		
Court Affidavit (Annexures A, B, C, D)		
Integrity Pact		
E-payments vide RTGS/NEFT		
	35 of 97	COMPANY
PROFORMA LETTER OF AUTHORITY		

UNDERTAKING BY VENDOR ON SUBMISSION OF
ERFORMANCE BANK GUARANTEE

ALL OTHER TERMS AND CONDITIONS SHALL REMAINUNCHANGED IN THE ABOVE TENDER

CONTRACTOR COMPANY