



**OIL INDIA LIMITED**

**BID DOCUMENT**

**Tender NO. : CGI7035L22**

**HIRING THE SERVICES OF UNLISTED  
MANPOWER ASSISTANCE IN  
PUMPING OPERATION AND OTHER  
ERRAND JOBS UNDER PUMP  
STATION-11 TENGAKHAT FOR SIX  
MONTHS.**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O.UdayanVihar– 781171, Guwahati, ASSAM**

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services under **Single Stage Single Bid** system.

<b>1.0 IFB No.</b>	<b>CGI7035L22</b>
Service Requirement	<b>HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.</b>
Cost of Bid Document	<b>NIL</b>
Bid Security(EMD)	<b>NIL</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>As per online data</b>
Bid Closing /Opening Date & Time	<b>As per online data</b>

- 2.0 For participation the application(s) on applicants letter pad with a request for **USER ID & PASSWORD** is to be submitted /sent to reach the **Office of GM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

*Alternatively, applicants already having User ID & Password for OIL’s E-procurement portal can register against the IFB.*

- 2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & IFB No.: CGI7035L22

Description of Services: **HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.**

- 2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.
- 2.3 No physical Bid documents will be provided. USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL’s E-Procurement portal.
- 3.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site [www.oil-india.com](http://www.oil-india.com). The link to OIL’s E-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com)

**4.0 EXEMPTION OF EMD:**

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

5.0 The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site [www.oil-india.com](http://www.oil-india.com). The link to OIL's E-Procurement portal has also been provided through OIL's web site [www.oil-india.com](http://www.oil-india.com)

**Note:** All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O. UdayanVihar – 781171, Guwahati, ASSAM**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE COMPOSITE BID SYSTEM** through its e-Procurement site on limited tender basis.

**DESCRIPTION OF WORK/ SERVICE:**

**HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.**

<b>IFB NO:</b>	<b>CGI7035L22</b>
<b>Type of IFB:</b>	<b>Single Stage Single Bid System</b>
<b>Location:</b>	<b>PUMP STATION-11 TENGAKHAT AND FETENGBOR REPEATER STATION</b>
<b>Contract Period:</b>	<b>6 ( SIX) MONTHS</b>
<b>Mobilisation Period:</b>	
<b>Technical Bid Closing/ Opening Date &amp; Time:</b>	As per online data
<b>Price Bid Opening Date &amp; Time:</b>	As per online data
<b>Bid Submission Mode:</b>	Bid should be submitted online in OIL's E-Procurement Portal
<b>Bid Form Submission:</b>	Bid Form Performa-I to be submitted along with Technical Bid
<b>Bid Opening Place:</b>	Office of the GM-Contracts, Oil India Limited, Guwahati- 781171, Assam
<b>Bid Validity:</b>	<b>90 days</b> from Bid opening Date
<b>Bid Security Amount:</b>	<b>NIL</b>
<b>Amount Of Performance Security:</b>	<b>3%</b> of Contract Value.
<b>Validity of Performance Security:</b>	<b>Up to 3 months</b> from the date of completion of the contract

**Clauses a) is not applicable for this tender.**

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

**Original hard copy of (a) ( In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach the office of Deputy General Manager(CONTRACTS) on or before 12:45 Hrs (IST) on the bid closing date or it *can be paid through the online payment Gateway against this Tender*, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice (In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.**

**A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable:**

**i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR**

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

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

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

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

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

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

- b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 3% of the contract value** and this will not earn any interest.

**A Bank Guarantee in the prescribed format issued by any of the following Bank is only acceptable:**

- i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder OR
- ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

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

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

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

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

- 2.0 (a) SEALED ENVELOPES containing the ~~Bid Security~~, **Printed catalogue and Literature, if called for in the tender** shall be marked with the above IFB Number and description of work and submitted in the office of:

**GM-CONTRACTS  
CONTRACTS SECTION, PHQ  
OIL INDIA LIMITED  
GUWAHATI– 781171, ASSAM.**

All bidders should submit the **Proforma-D (Declaration for Bid security)** confirming that the Bid is valid for minimum 90 days from the date of opening of Technical Bid. Bid without submission of Proforma-D will be summarily rejected.

**Bids without DECLARATION FOR BID SECURITY PROFORMA** in the manner specified above will be summarily rejected.

## DECLARATION FOR BID SECURITY

## PROFORMA-D

To,

M/s. Oil India Limited

.....,

.....

Sub: .....

Tender No:.....

Dear Madam/Sir,

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

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

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (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 INDIALIMITED 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.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

- 3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 01:00 PM (IST) at Office of the GM-Contracts in presence of authorized representative of the bidder.**
- 4.0 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization] in order to submit bid in system. Please refer "Guideline to Bidder for participating in OIL"
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will be debarred from participation in future tenders, at the sole discretion of the company.
- (b) 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.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 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.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
- 8.3 In case of Partnership Firm, Copies of Telephone (Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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 Registrar of Co-Operative Societies and copies of GST Registration Certificate.

- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/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.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/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.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone (Landline Bill)/Electricity/ 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 GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above within 2two weeks from date of issue of LOA before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, 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. This Performance Security Money shall not earn any interest.
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder **the bidder shall be debarred for 2 (two) years from the date of default.**

15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be . Also the bidder / the party/the contractor shall be debarred for a period of two (02) years from the date of issuance of debarment notice, besides legal action.

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

**Forwarding Letter.**

Instruction to Bidders-**Part-1**

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria –**Part-2**

General Conditions of Contract. (GCC) **Part –3, Section-I**

Terms of Reference, **Part-3, Section-II**

Special Conditions of Contract (SCC), **Part-7, Section-III**

Schedule of Work, Unit and Quantity (SOQ)- **Part-4, Section-II**

**Proforma and Annexures**

17.0 **The Integrity Pact is Not Applicable against this tender:**

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

(Note: Following person has been appointed as Independent External Monitor:

A. SHRI SUTANU BEHURIA, IAS (Retd.),

E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),

Ex-Secretary, Ministry of Agriculture

(e-mail id : [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com))

C.SHRI OM PRAKASH SINGH, IPS (RETD.),

Former DGP, Uttar Pradesh

E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com))

18.0 **SPECIAL NOTE:**

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

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name 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>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Performa, Annexure) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The G.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

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. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system . Please refer "Guideline to Bidder for participating in OIL"

- 19.0 The tender is invited under SINGLE STAGE SINGLE BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**

A few screen shots to find out the required IFB is shown below.

Notes and Attachments

→ Only Price Details Should Be Uploaded

Technical attachments

→ All technical bid documents except price details

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

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



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

**Important Note for New Portal Users:**

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 20.0 Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- 21.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

- 22.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 23.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 24.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
For Chief General Manager ( PLS)i/c

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**INSTRUCTIONS TO BIDDERS****1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-1)
  - c) Bid Evaluation/Rejection Criteria (Part-2)
  - d) General Conditions of Contract, (Part-3)
  - e) Schedule of Quantities/Rates, SOQ/SOR (Part-4)
  - f) Special Conditions of Contract (Part 7)
  - g) Price Schedule Format, (Proforma-A)
  - h) Bid Form, (Proforma-B)
  - i) Statement of Non-Compliance, (Proforma-C)
  - j) Bid Security declaration Form (Proforma-D)
  - k) Performance Security Form, (Proforma-E)
  - l) Sample Agreement Form (Proforma-F)
  - m) Proforma of Letter of Authority (Proforma-G)
  - n) Authorization for Attending Bid Opening (Proforma-H)
  - o) Integrity Pact (Proforma -I)
  - p) Safety Measures (Proforma – J)
  - q) ~~Proforma of Bank Guarantee towards PP-LC (Proforma -L)~~
  - r) Certificate of Compliance of Financial Criteria (Proforma –L)
  - s) Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)
  - t) E-remittance format (Proforma –N)
  - u) Format for undertaking -(Proforma –O)
  - v) E-Payments vide RTGS/NEFT-(Proforma –P)
  - w) Proforma of indemnity bond for supply of materials by purchaser/ owner-(Proforma – Q)
  - x) Commercial check List (Proforma –R)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for

themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**3.0 Transferability of bid documents:**

3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

**4.0 Amendment of bid documents:**

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

**5.0 Preparation of Bids**

**5.1 Language of Bids:**

5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

**5.2 Bidders/Agent's Name & address:**

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

**5.3 Documents comprising the bid:**

5.3.1 Bids are invited under Single Stage single Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security declaration in Proforma-D
- d) Copy of Bid-Form without indicating prices in Proforma-B.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values (For Global Tenders).
- g) Copy of Priced Bid without indicating prices (Proforma-A).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-I. Annexure-V attached with the bid document to be digitally signed by the bidders Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma A available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-A
- b) Bid Form as per Proforma-B

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

**6.0 Bid Form:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

**7.0 Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc.



and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 Currencies of bid and payment:**

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

**9.0 Documents establishing bidder's eligibility and qualifications:**

9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

**10.0 Bid Security: (Not applicable) . However Bid Security Declaration format to be submitted along with bid.**

~~10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.~~

~~10.1 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) in OIL's prescribed format as enclosed with the NIT vide Proforma E or an irrevocable Letter of Credit (L/C) from any of the following Banks—~~

- ~~a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or~~
- ~~b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or~~
- ~~c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.~~

~~d) Bank Guarantee issued by a Scheduled Bank on India at the request of some other Non-Schedule Bank of India shall not be acceptable.~~

~~e) The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.~~

~~10.2 Any bid not secured shall be rejected by the Company as non-responsive.~~

~~10.3 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.~~

~~10.4 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.~~

~~10.5 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 27.0 below is furnished.~~

~~10.6 Bid Security shall not accrue any interest during its period of validity or extended validity.~~

~~10.7 The Bid Security may be forfeited:~~

- ~~a. If the bidder withdraws the bid within its original/extended validity.~~
- ~~b. If the bidder modifies/revises their bid suo moto.~~
- ~~c. If the bidder does not accept the order/contract.~~
- ~~d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.~~
- ~~e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.~~

~~10.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).~~

~~10.9 The scanned copy of the original Bid Security submitted in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E portal. The original Bid Security shall be submitted by bidder to the office of GM Contracts, Oil India Ltd., Guwahati-781171(Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.~~

~~10.10 — A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.~~

~~10.11 — The Bank Guarantee issuing bank branch must ensure the following:~~

~~10.12 — 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.~~

~~[Tender Number 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 AXIS BANK, Guwahati, IFS Code — UTIB0000140, Branch address — CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM District Kamrup,. The Bank details are as under:~~

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

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

~~Note: If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.~~

#### **11.0 Exemption from submission of bid security: (Not applicable)**

11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submission of bid security .

11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2021.

11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number (URN) with Udyam Registration Certificate(URC)

OR

ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME

**11.3.1** In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.

**12.0 PERIOD OF VALIDITY OF BIDS :**

12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 90 days from Bid Closing Date.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. ~~The Bid Security provided under Para 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.~~ A Bidder granting the request will neither be required nor permitted to modify their Bid.

**13.0 Signing & submission of bids:**

**13.1 Signing of bids:**

13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.

13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of bids:**

The tender is processed under single stage - single bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL’s e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL’s E-Tender Portal, detailed instructions is available in “User Manual” available in OIL’s E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Guwahati-781171 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) ~~The Original Bid Security along with 1(one) copy~~
- b) Printed catalogue and literature if called for in the bid document.
- c) Power of Attorney for signing of the bid digitally.

- d) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as [stated in Para 13.2](#) above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 Indian agent/representative/retainer/associate Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid

submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**16.0 Late Bids:**

16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**17.0 Modification and withdrawal of bids**

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's debarment from participation in future tenders of OIL.

**18.0 Extension of bid submission date**

18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

**19.0 Bid opening and evaluation**

19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical

Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.

- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**20.0 Opening of priced bids**

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-



commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**21.0 Conversion to single currency**

While evaluating the bids, the closing rate (B.C. Selling Rate) of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**22.0 Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

**22.1 Discounts / rebates**

22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**22.2 Loading of foreign exchange**

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

**22.3 Exchange rate risk**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

**22.4 Repatriation of rupee cost**

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

**23.0      Contacting the company**

23.1      Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.

23.2      An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**24.0      Award of contract**

24.1      Award criteria

24.1.1    The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**25.0      Company's right to accept or reject any bid**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**26.0      Notification of award**

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

26.1      The notification of award will constitute the formation of the Contract.

26.2      Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

**27.0      Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0 @ **3% of the total contract value.**

**28.0      Signing of contract**

28.1      At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the

General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and the party shall be barred for a period of 2(two) years from the date of default.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

**29.0 Credit facility**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

**30.0 Mobilization and advance payment**

30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

30.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**31.0 Integrity pact: NOT APPLICABLE for this tender**

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

A. SHRI SUTANU BEHURIA, IAS (Retd.),

E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)

B. . SHRI RUDHRA GANGADHARAN, IAS (RETD.),

Ex-Secretary, Ministry of Agriculture

(e-mail id : [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com))

C.SHRI OM PRAKASH SINGH, IPS (RETD.),

Former DGP, Uttar Pradesh

E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

### **32.0 Local conditions**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### **33.0 Specifications**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

34.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-20013/2/2017-FP-PNG dated 07.10.2019 of MoPNG.

34.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

34.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) Amended shall be required to meet / exceed the target of Local Content (LC) of %

- 34.3 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. \_\_\_\_\_. *The percentage of local content in the bid is \_\_\_\_\_%.*”

- 34.3.1 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We \_\_\_\_\_ the statutory auditor of M/s \_\_\_\_\_ (name of the bidder) hereby certify that M/s \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. \_\_\_\_\_ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder). *The percentage of local content in the bid is \_\_\_\_\_%.*”

Note:

- a. In case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.
- b. In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

- 34.3.2 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause and 34.1 and shall upload along with their techno-commercial bid in the e-procurement portal.

Sample format for calculation of LC of goods may be seen in Enclosure-A. Bidders confirmation on LC shall be based on the calculation shown in this Enclosure. However, this enclosure shall not be required to be included in the bid or uploaded by the bidders in the e-procurement portal.

- 34.4 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference of 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) L-1 bidder [if NLC is L-1 Bidder], other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

- 34.4.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest

evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

- 34.5 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
- 34.5.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
- 34.5.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

- 34.6 The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
- 34.7 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-20013/2/2017-FP-PNG dated 07.10.2019.
- 34.8 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

34.9 **Determination of LC:**

- 34.9.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
- 34.9.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :
- Cost of component (material), which is used.
  - Manpower and consultant cost, cost of working equipment/facility, and
  - General service cost, excluding profit, company overhead cost, taxes and duties.
- 34.9.3 The criteria for determination of cost of local content in the service shall be as under:
- In the case of material being used to help the provision of service, based on country of origin.
  - In the case of manpower and consultant based on INR component of the services contract.

- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

34.9.4 Determination of Local Content : The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

34.10 Calculation of LC and Reporting:

34.10.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

34.10.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

34.11 Certification and Verification:

34.11.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**34.11.1.1 At bidding stage:**

a) *Local Component*

i. *The bidder shall provide the percentage of Local contents in the bid as per provisions under clause 34.9*

ii. *Bidder must have LC in excess of the specified requirement*

b) *Undertaking by the bidder*

i. *The bidder shall submit an undertaking as per clause no. 34.3.2 from the authorized signatory having the Power of Attorney alongwith the techno-commercial bid stating the manufacturer meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*

ii. *The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as per clause no. 34.2*

iii. *However, in case of a foreign bidder, certificate (with regard to the fulfillment of minimum mandatory local content requirement) from Statutory Auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint Statutory Auditors or cost*

*auditors, certificate from a practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.*

**34.11.1.2 After Contract Award**

- a) *The bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*

- b) *(applicable in In cases of procurement for a value in excess of Rs 10 crores)*

The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant in India or practicing chartered accountant in India giving the percentage of local content is also acceptable.

- 34.11.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

- 34.11.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- 34.11.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

- 34.11.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**34.12 Sanctions:**

- 34.12.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 34.12.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.



- 34.12.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 34.12.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

In pursuance of the clause No. 34.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee ([format attached at Annexure-XI](#)) equivalent to the amount of PBG.

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**PART-2****BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

[A] **Financial capability:** Bidders must have:

1.(a) Annual financial turnover as per Audited Annual Reports in any of the preceding three (3) financial years should be at least **Rs.7,07,600.00**

**FOR CONSORTIUM:**

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

(b) Net Worth should be positive for the preceding financial year.

**NOTE: -Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/ undertaking certifying that the balance sheet/ Financial Statements for the financial year 2020-2021 (or as the case may be) has actually not been audited so far.**

For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: -

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth. ***In addition to membership number & Firm Registration Number, UDIN is also to be specified in the certificate of Turnover & Net worth issued by the CA.***

OR

ii) Audited Balance Sheet along with Profit & Loss account.

(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 (Firm Registration Number) is not available. However, bidder needs to provide documentary evidence for the same.

**[B] Experience:**

**B.1**

i. Bidders must have: Experience of having successfully completed one similar work costing not less than **Rs. 11,79,300.00** in previous 7 years to be reckoned from the original bid closing date.

**“Similar Work”** mentioned above shall mean rendering labor services for Providing the services of assistance during pumping operation, Providing the services of assistant in Monitoring of equipment, Providing assistance in maintenance of Pump/Engine House e.g.-cleaning of pump, engine , auxiliaries etc., Providing services of Pigging Operation, Providing services of assistant in Electrical Maintenance & Upkeepment, Assistant in Telecommunication Maintenance & Upkeepment Jobs, Providing services of Office assistant, Peon, Tea maker etc., Cleaning, Sweeping of industrial area, office building, lavatory and toilet., Providing services of Mali for Gardening and maintenance of lawn areas on regular basis etc.

**B.2 Documentary Evidence for proof of experience:**

Following documentary evidence in support of work experience and fulfilling the requirement as spelt out in clauses above must be submitted along with techno-commercial bid.

i. These documents shall be in the form of copies of Work Order / Purchase order / Contract document along with Completion Certificates. The Work Order /Purchase order / Contract Document shall contain detail scope of work in support of Work Experience.

OR

ii. In case similar work is done for OIL, the bidder shall submit documentary evidence in the form of copies of Final Service Entry Sheet (SES) and copies of Work Order /Purchase order/ Contract document.

Note: In case of OIL contractor, copy of certificate of completion (COC)/Work Order showing gross value of job shall be required. It may clearly be noted that simply mentioning of OIL COC/WO no. will not be accepted.

B.3 In case of tenders for Annual rate contracts / Maintenance and Service contracts, if the prospective bidder is executing rate / maintenance /service contract which is still running and the contract value / quantity executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work / supply / service execution certificate issued by end user/ principal contractor in addition to documents mentioned in Clause B2.

B4. A job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

[C] Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid

- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

[D] Bidders have to furnish the followings: -

- i. NAME OF FIRM
- ii. DETAIL POSTAL ADDRESS
- iii. TELEPHONE NO.
- iv. MOBILE NO.
- v. E-MAIL ID
- vi. FAX NO.
- vii. CONTACT PERSON
- viii. CONTACT PERSON'S CONTACT NO.
- ix. TAX EXEMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
- x. CST REGD. NO, if applicable. (Self-Attest copy required)
- xi. LOCAL SALE TAX REGD.NO if applicable. (Self-Attest copy required)
- xii. PAN NO. (Self-Attest copy required)
- xiii. VAT REGD.NO, if applicable. (Self-Attest copy required)
- xiv. BANK ACCOUNT NO.
- xv. BANK ACCOUNT TYPE
- xvi. BANK NAME
- xvii. BANK ADDRESS
- xviii. GST. NO (Self Attest copy required)

**E.0 COMMERCIAL:**

1. Bidder shall submit the offer under "Single Stage" Composite Bid System". Technical bid" and the "Price Bid".
3. Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.
4. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
5. Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.
6. Any bid containing false statement will be rejected.
7. The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.
8. Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

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

10. Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.

11. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

12. Bidder shall fulfil all the relevant clauses applicable for this Tender.

#### **F.0 Evaluation of Bids:**

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein as under:

#### **BID EVALUATION CRITERIA (BEC)**

1. Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.

2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ.

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

4. Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

5. Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.

6. Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

7. Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.

8. To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid.

The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

9. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

10. A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

11. The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **G.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

1. Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.

2. The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.

4. All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated.

5. Bidders are requested quote their rates in the Price Format enclosed as per SOQ. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.

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

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

## ANNEXURE-AA:

**ANNEXURE-AA:****CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm  
on their Letter Head)

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statement of M/s\_\_\_\_\_ (Name of the bidder) for the last three(3) completed accounting years up to\_\_\_\_\_ (as the case may be) are correct.

YEAR	TURNOVER(Rs.)	NETWORTH(Rs.)

Place:

Date:

Seal:

Membership Code and Registration No.  
UDIN:

Signature

\*\*\*\*\*

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**CONTRACTS SECTION, PHQ**  
**P.O. Udayan Vihar – 781171, Guwahati, ASSAM**

**DESCRIPTION OF WORK/SERVICES:-**

HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.

**GENERAL TERMS AND CONDITIONS**

1.0 Services of the WCL (Listed-I) shall be Eight (08) hours from Monday to Saturday per day per person.

2.0 The persons engaged, shall normally attend duty from 7.00 a.m. to 4.30 p.m. with 1 (One) hour and 30 (Thirty) minutes lunch break, in all working days including Saturday. Also, depending on urgency of work, the WCL may have to work overtime beyond normal 8 hours' duty.

3.0 Depending on operational requirement, work may have to be carried out on all days of the year including Sundays and declared Holidays.

4.0 For execution of the required service, the listed WCL(listed) and WCL (Unlisted) to be deployed will be identified by OIL and no lab other than the identified lab our will be allowed to be engaged by the contractor under listed category. Category wise list of identified lab our is given below:

5.0 Location of work may change from time to time as per OIL's requirement.

6.0 There is no right to claim by the contractor for Oil India Limited's permanent jobs to his personnel nor his/her next of kin after his/her death even if death during working hours.

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

**8.0 OBLIGATION OF CONTRACTOR:**

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



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

8.3 The contractor under this agreement shall be for the area of Pump Station 11, Tengakhat. The services may however be extended to other areas of company's activities as determined by the company from time to time at the same rates, terms and conditions.

8.4 The contractor employing 20 (twenty) or more numbers of workmen on any day of the preceding 12 months should be required to obtain requisite license at his cost from the appropriate licensing officer before undertaking any work. The contractor should also observe the rules and regulation framed under the Contract Labour (Regulation and Abolition) Act, 1970. The liabilities of the Principal employer as fixed by this Act and rules made therein should remain with the Principal employer.

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

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

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

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

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

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

8.11 The contractor shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with regulation of the Indian Factory Regulation, 1984 or latest edition. The service provider shall also ensure that all service personnel engaged are provided with proper uniform as required by the nature of work. In case of noncompliance of the same by the service provider, the company reserves the right (a) not to allow such service personnel to work and (b) to provide necessary protective clothing and safety gears to the contractor's service personnel and recover the cost of the same from the contractor.

8.12 The contractor shall ensure careful handling of the company's and third party/parties material/equipment and the contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the contractor by the company. 3

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

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

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

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

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

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

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

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

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

8.22 Each lab our engaged under this Contract shall have adequate Insurance Coverage under Workmen Compensation Act 1923 for the entire duration of the contract. The amount of coverage and premium thereof will be intimated by the Company's Authorized Personal. The premium amount will be reimbursed by the Company (OIL) on producing documentary evidence and such reimbursement shall be made without any service commission on the reimbursed amount.

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

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

i. Advice the contractor to remove immediately cause of unsatisfactory performance of the service.

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

9.2 In the event the contractor fails to render the services in most efficient and workman like manner under his supervision, the company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher cost, if any, will be recoverable from the contractor's outstanding bills or his security deposit.

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

#### **10.0 PENALTY:**

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

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#### 11.0 **TERMINATION:**

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

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

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

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

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

#### 12.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of SIX (06) MONTHS.

#### 13.0 **PERFORMANCE SECURITY DEPOSIT:**

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

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

- i)Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder

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OR

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

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

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

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

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

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

13.2 The Performance Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full.

13.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

13.4 The Performance Security will not accrue any interest.

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

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

14.2 Wages should be paid regularly in presence of authorized representative of company within 7th of following month by the contractor to the service personnel directly without the intervention of any middleman and that the contractor should ensure that no amount by way of commission or

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otherwise is deducted or recovered from the wages of the service personnel. In case the company receives any complaint from the service personnel deployed by the contractor the company shall be at liberty to take any action as deemed fit.

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

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

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

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

#### 15.0 **FORCE MAJUERE:**

15.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

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

## 16.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

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

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

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

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

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

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

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

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

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

h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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



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

#### **17.0 AMENDMENTS:**

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

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

18.1 It will be solely the contractor’s responsibility to fulfill all the legal formalities with respect to the Safety, Health and Environmental aspects of the entire job (namely, the person employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating.

18.2 Every person deployed by the contractor in a Factory must wear safety gadgets to be provided by the contractor. The contractor shall provide proper personnel protective equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company Personal Protective Equipment (PPE) schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be Director General Mines Safety (DGMS) approved. Necessary supportive document shall have to be submitted as proof. If the contractor fails to provide the safety items as mentioned above to the working personnel, the contractor may apply to the company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from contractor’s Bill. However, it will be contractor’s sole responsibility to ensure that the persons engaged by him in the Factory use proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

18.4 The contractor shall provide a copy of the SOP to the person designated by the Factory Manager who shall be supervising the contractor’s work.

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

18.6 All persons deployed by the contractor for working in a Factory must undergo Vocational Training, Initial Medical Examination, Periodical Medical Examination. They should be issued cards stating the name of the service provider and the work and its validity period, indicating status VT, IME and PME.

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18.7 The contractor should be submitted to Factory returns indicating name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold Vertigo Test Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

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

18.9 Any compensation arising out of the job carried out by the service provider whether related to pollution, safety or health will be paid by the contractor only.

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

18.11 The contractor should have to report all incidents including near miss to Installation Manager/Departmental representative of the concerned department of OIL.

18.12 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

18.13 If the company arranges any safety or other class/training for the working personnel at site (company employee, contractor worker, etc) the contractor should not have any objection for such training provided to his personnel.

18.14 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the workers below 45 years of age and every three years for workers of above 45 years of age.

18.15 The contractor has to arrange daily tool box meeting, regular site safety meetings and maintain all records etc.

18.16 Records of daily attendance, accident report etc. are to be maintained in applicable form (as per Factory Act 1948) by the contractor. Also this is entirely the contractor's responsibility to maintain all registers as per statutory norms.

18.17 A contractor's worker must, while at work, take reasonable care for the health and safety of people who are at the worker, place of work and who may be affected by the worker act or omissions at work.

18.18 A contractor's personnel must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the

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regulations that is imposed in the interest of safety, health and welfare of the personnel or any other person.

18.19 Contractor's arrangements for health and safety management shall be consistent with those for the Factory owner.

18.20 In case contractor is found non-compliant of SHE laws as required, company will have the right for directing the service provider to take action to comply with the requirements and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

18.21 When there is a significant risk to safety, health and environment of a person or place arising because of a non-compliance of SHE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

18.22 The contractor should frame a mutually agreed bridging document between OIL and the contractor with roles and responsibilities clearly defined.

18.23 For any Safety Health & Environment (SHE) matters not specified in this contract document, the contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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

The Work Contract Labourers WCL, Listed, who are being engaged shall be entitled to the following wages and benefits vide Ref. No. PL/ER/05-03/2020/11634 dated: 28.10.2020

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

Wages to WCL Unlisted/Unskilled (Excluding GST, ESI & PF)	Rs.437.00
SOT Unlisted/Unskilled	Rs.43.75
DOT Unlisted/Unskilled	Rs.106.75

B.). Following rates for UnSkilled WCL Listed

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

- i) Total Service Commission to the contractor will be calculated based on the quoted service commission in % (percentage) on the above rates.
- ii) These WCL LISTED s are also entitled for enhanced rate as and when revised by Company and as advise by the department and should be disbursed accordingly. Such enhancement will be reimbursed by OIL.

iii) Annual Increment: Annual increment will be paid @2% of their basic pay payable from 1st January of each year.

iv) Holidays: The Listed, Category will be entitled for 09 (nine) days paid holidays per annum on the following occasions provided the same do not fall on Sunday/additional holiday(s). However, if any additional holiday(s) is/are declared under the Negotiable Instruments Act by the Govt. the benefits will be extended to the WCL (Listed) :

1. Republic Day
2. Independence Day
3. Mahatma Gandhi's Birthday
4. Bohag Bihu
5. Magh Bihu
6. Durga Puja
7. Ganesh Puja
8. Diwali
9. Chhatt Puja/Kati Bihu/'Eid

(v) Halting Allowance: Rs.300.00 will be applicable in case when Night Halt outside the place of work and Rs.150.00 when no night halt is required. (this benefit will be effective from the date of signing of this MOs

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

(vii) Provident Fund: Company will pay the employer's contribution of Provident Fund amount @ 12% of the Basic pay + DA per month. However, Contractor shall be responsible to deposit such PF amount to the concerned Provident Fund office.

viii) Annual Leave with wages - 18 (Eighteen days) annual leave with wages will be granted @1.5 days per month.

ix) Casual Leave: 07 (seven) days casual leave with wages will be granted per annum.

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

xi) Overtime: Overtime wages shall be paid to the Category- II (unskilled) WCL Listed-I as per rules whenever they are engaged to work beyond 08 (eight) hours a day.

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

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

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

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

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

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

25.0 Contractor(s) whosoever is liable to be covered under the Provident Fund (P.F.) Act and contract cost is inclusive P.F. must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provision will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (Covering Employee's & Employer's share) with the competent authority month under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. contribution on wage component.

**26.0 SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**27.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

## 28.0 INDEMNITY CLAUSE

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

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

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

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

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

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

Full Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Pin Code : \_\_\_\_\_  
Name of Contact Person : \_\_\_\_\_  
Phone No. of Contact Person : \_\_\_\_\_

## 31.0 GOODS AND SERVICES TAX

### 31.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST.

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Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

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

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

31.4.1 Bidder should also mention the Harmonized System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

31.5 Where the OIL is entitled to avail the input tax credit of GST:

31.5.1 OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

31.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:

31.6.1 OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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31.6.2 The bids will be evaluated based on total price including GST.

31.7 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

31.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of GST against such invoice.

31.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

31.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

31.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

31.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

31.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

31.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

31.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to



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ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

31.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

31.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

31.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd

31.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

31.20 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

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

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

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

31.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

31.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

31.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case

any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

31.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be levyable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

#### 31.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars:

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

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

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

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

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### 31.26 Anti-profiteering clause

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

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

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**PART 4 - SOQ**  
**PROFORMA-A**

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**

**Description of Service: HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.**

**TENDER NO. CGI7035L22**

**SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES**

Sl. No.	Description of work / service	Quantity	Unit/No.	Unit Rate (Rs)	Total (Rs)
10	Unskilled Unlisted Services at PS-11	3128	MD	437.00	<b>Bidders not to Quote against this Item</b>
20	SOT for unskilled unlisted service	400.0	HR	43.75	<b>Bidders not to Quote against this Item</b>
30	DOT for unskilled unlisted service	1,500.0	HR	106.75	<b>Bidders not to Quote against this Item</b>
40	Contractors commission from @5% to 7.5% on line items 10 to 30	<b>Bidders to Quote</b>  (IN WORDS)			<b>Bidders to Only quote in %</b>  %

**Please note that :-**

**The bidders must quote the profit, establishment and handling element in percentage terms on total value of mandays and OT values only as indicated, where the lower ceiling of the same will be fixed at 5% (Five Percent) and the upper ceiling will be fixed as 7.5% (Seven point five Percent). The percentage value up to two decimal points will be considered. The bidder quoting below 5% and above 7.5% will be summarily rejected. The rates shall be in figures and up to two decimal places only. In case of any identical situation, the L-1 bidder will be decided through draw of lots.**

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

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

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

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

**INDIRECT TAXES/ GST**

1. *For the purposes of levy and imposition of GST, the expressions shall have the following meanings:*
  - (a) *GST - means any tax imposed on the supply of goods and/or services under GST Law.*
  - (b) *Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.*
  - (c) *GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.*
2. *The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.*
3. *Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.*
4. *Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.*
5. *Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the*

6. *GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*

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

*Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders*

***When Input tax credit is NOT available for Set Off***

*Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders*

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

9. *Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.*

10. *In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.*

10. *GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.*

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**PART-7****Scope of Work & Special Conditions of Contract (SCC)**

SCOPE OF THE WORK: The scope of the work is as under:

1. Providing the services of assistance during pumping operation in Morning/Evening /Night Shift , the timings are 0600 hrs to 1400 Hrs, 1400 Hrs to 2200 Hrs , 2200 hrs to 0600 Hrs respectively or as advised by competent authority.
2. Providing the services of assistant in Monitoring of equipments during all the shifts .
3. Providing assistance in maint of Pump/Engine House , eg-cleaning of pump, engine , auxillaries etc.
4. Providing services of Pigging Operation at Tengakhat Pump Station and at RS18-Fetengibor Repeater Station
5. Providing services of assistant in Electrical Maintenance & Upkeepment, Assistant in Telecommunication Maintenance & Upkeepment Jobs
6. Providing services of Office assistant, Peon, Tea maker etc.
7. Cleaning, Sweeping of industrial area, office building, lavatory and toilet.
8. Providing services of Mali for Gardening and maintenance of lawn areas on regular basis.

**SPECIAL CONDITIONS:**

- I. Services of the Contract Labours shall be eight (08) hours per day per person including Saturdays.
- II. Depending on urgency of work, the contract labours may have to work overtime beyond normal 8 hours duty.
- III. Depending on operational requirement, work may have to be carried out on all days of the year including Sundays and declared Holidays.
- IV. The contractor will preferably engage the existing work contract labours who are familiar with the work nature /culture of Tengakhat Pump Station.
- V. The wages shall be paid in line with RLC and as per advice by the Competent Authority from time to time.
- VI. Location-wise daily deployment will be at Tengakhat Pump Station . However ,location of work may change as per advise of competent authority.
- VII . Leave with wages: WCLs will be granted 03(three) National Holidays (If not Sunday or Holiday) and 18 days annual leave.
- VIII. Pump station being vital petroleum installation, all the statutory regulations to be strictly followed by the contractor and contractor's people engaged for the said jobs.
- IX. The Contractor must obtain 'Entry Permit' from CISF Commandant/ Head-Security of OIL for all his workers to enable them to work inside the installations.
- X. The contractor shall have to pay the wages within 7th day of every month to the WCLs engaged by him.
- XI. The Contractor or his representative must report to Dy. CEPL(O)TPS or his representative's office regularly.

XII. The contract workers may have to assist in three shift operations as and when required.

XIII. The contractor shall obtain necessary Insurance Policy for payment of compensation under applicable statutory Workman Compensation act , covering all the WCLs deployed under the contract.

#### **SAFETY MEASURES:**

1. It will be solely the Contractors responsibility to fulfil 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 all HSE laws by the sub or sub-sub-contractors.

2. Every person deployed by the contractor in factory/Mines must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness. 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 Contractors sole responsibility to ensure that the persons engaged by him in the Factory/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.

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

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

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Factory-Mines Owner/Agent/Manager.

6. 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 OILs installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Factory Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

7. 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.



8. The contractor shall have to report all incidents including near miss to Factory Manager / departmental representative of the concerned department of OIL.
9. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
10. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
11. To arrange daily tool box meeting and regular site safety meetings and maintain records.
12. Records of daily attendance, accident report etc. are to be maintained in as per Factory Act by the contractor .
13. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
14. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
15. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
16. 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.
17. 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.

***IN CASE OF ANY CONTRADICTION BETWEEN SCC & GCC, SCC WILL PREVAIL.***

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**PROFORMA-A**

**PRICE SCHEDULE FORMAT**

**AS PER PART-4, SECTION-II**

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**PROFORMA-B**

**BID FORM**

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

Sub: IFB No.: **CGI7035L22**

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_) days calculated from the date of issue of Company's LOA.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

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

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

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\_\_\_\_\_

**PROFORMA - C**

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

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

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

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

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

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

**Seal of the Bidder:**

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

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

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\_\_\_\_\_

**DECLARATION FOR BID SECURITY**

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

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

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

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

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

having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

fail or refuse to execute the Contract, if required, or  
fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.

Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

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

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\_\_\_\_\_

**PROFORMA-E**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

To:

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

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

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

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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\_\_\_\_\_

**PROFORMA - F**

**SAMPLE AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “**CONTRACTOR**” or “~~Transport Supplier~~” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ **Shifting of RTU systems at 4-IP stations and re-wiring of RTU Panels at NDT, RT and 9 SV stations of NSPL pipeline.**”

- A. M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS**, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated \_\_\_\_\_.

**Whereas**, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - (a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder, General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.



- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractors letter dated ..... ( after price negotiation) if any .
- (d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_  
dated \_\_\_\_\_.
- (e) Section-I, II, III & IV hereto.
- (f) Annexure –I hereto
- iii) The rates payable for the job will be as indicated in **Part-IV**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

**PROFORMA – G**  
**LETTER OF AUTHORITY**

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

Sir,

Sub: IFB No.                                 

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on  
our behalf with you against Invitation No.: \_\_\_\_\_ for the service contract as  
described below:

**“ Shifting of RTU systems at 4-IP stations and re-wiring of RTU Panels at NDT, RT and 9 SV stations  
of NSPL pipeline.”**

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

Yours Faithfully,

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

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

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

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

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

\*\*\*\*\*

**PROFORMA-H**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
**GM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Udayan Vihar,  
Guwahati - 781171  
Assam, India

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

Sir,

**Sub: OIL's IFB No. CGI7035L22**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Guwahati on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**INTEGRITY PACT (NOT APPLICABLE FOR THIS TENDER)**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive

suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section: 2 -Commitments of the Bidder/Contractor**

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of

transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or

question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

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

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in

a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date .

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



**PROFORMA-J  
- SAFETY MEASURES**

To,  
GM-CONTRACT  
OIL INDIA LIMITED  
Guwahati-781171

**SUB: SAFETY MEASURES**

**Description of work/service: HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS**

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. 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) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF BIDDER

**PROFORMA-L**

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

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note No. C of the Tender**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare / undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_ (as the case may be) has actually not been audited as on the Original Bid Closing Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid Closing Date will not be considered and will be rejected. 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.

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

**PROFORMA-M**

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

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI-781171**

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

**Ref: Your tender No. \_\_\_\_\_ Dated \_\_\_\_\_**

**Sir,**

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 (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

\*\*\*\*\*

**PROFORMA- N**

[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 Vendor with Official Seal

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

.....

**PROFORMA-O**

**FORMAT FOR UNDERTAKING (IN TERMS OF TENDER NO. CGI7035L22)**

(On Non-Judicial Stamp Paper of Rs. 100/-)

TO BE NOTORISED

To  
GM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CGI7035L22**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. **CGI7035L22** for **“HIRING THE SERVICES OF UNLISTED MANPOWER ASSISTANCE IN PUMPING OPERATION AND OTHER ERRAND JOBS UNDER PUMP STATION-11 TENGAKHAT FOR SIX MONTHS.”**

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

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

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

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

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future

business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

1. Authorized Signatory with Seal

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

Place:-

Date:-

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

**PROFORMA-P**

To,

**General Manager (F&A)-PL**

Oil India Limited

Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

**(A) BANK DETAILS**

1. Bank A/c No. ( Must Enclose Cancelled Cheque)
2. Account Type        Saving Bank/ Curent Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

**(B) VENDOR DETAILS :**

1. Vendor Code ( See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card )
4. Address with Mobile/Telephone No.
5. ~~VAT TIN No.~~
6. ~~CST Regn. No.~~
7. GSTN. No.
8. ~~Central Excise Regn.No.~~
9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

\_\_\_\_\_  
Authorised Signatory & Stamp

.....  
Bank Certificate

We confirm that the details given above are correct as per our records.

Date:

\_\_\_\_\_

Place:  
Official

Signature, Code & Stamp of Authorised Bank

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

**PROFORMA-Q****PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/OWNER**

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

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

**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 CONTRACT 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 at 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 hereby irrevocably 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 or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty 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 or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) 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 until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or 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 and inspection costs/or expenses up to) and aggregate limit of

\_\_\_\_\_ (In words \_\_\_\_\_)



\_\_\_\_\_. Only).  
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:

Dated:

(SIGNED BY COMPETENT AUTHORITY)  
Official seal of the CONTRACTOR

**PROFORMA-R****CHECKLIST****DATE:****TENDER NO:** CGI7035L22**BIDDER:****☒ = SUBMITTED,    ☐= NOT SUBMITTED**

<b><i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i></b>	<b><i>SUBMITTED/NOT SUBMITTED</i></b>	<b><i>REMARKS</i></b>
Price Schedule Format, (Proforma-A) SEC-II		
Bid Form, (Proforma-B)		
Statement of Non-Compliance, (Proforma-C)		
Bid Security declaration Form (Proforma-D)		
Performance Security Form, (Proforma-E)		
Sample Agreement Form (Proforma-F)		
Proforma of Letter of Authority (Proforma-G)		
Authorisation for Attending Bid Opening (Proforma-H)		
Integrity Pact (Proforma -I)		
Safety Measures (Proforma – J)		
Certificate of Compliance of Financial Criteria (Proforma – L)		
Format of undertaking by Bidders towards submission of authentic information/documents (Proforma –M)		
E-remittance format (Proforma –N)		
Labour wages& security Declaration (Proforma –O)		
E–Payments vide RTGS/NEFT-(Proforma –P)		
Format of indemnity bond for supply of materials by purchaser/ owner-(Proforma –Q)		