



OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : GCL 5032 L18

**TO PROVIDE DAY TO DAY SERVICES OF WORKS
CONTRACT LABOURS (LISTED UNSKILLED) IN ASSISTING
VARIOUS JOBS IN ELECTRICAL & CATHODIC SECTION PS5 &
OFFICE OF DGM(E&C)PL FOR A PERIOD OF 6 (SIX)MONTHS ON
LIMITED TENDER BASIS UNDER ELECTRICAL SECTION, OIL
INDIA LIMITED, PO: UDYANVIHAR, DT: KAMRUP, GUWAHATI,
IN THE STATE OF ASSAM**

: INDEX :

Instruction to bidders : Bidders are required to submit the bid in duplicate with their quoted rates in Part-III along with all relevant documents as required. Refer Bid Rejection Criteria clause -20.

1.0 Covering Letter with Salient features

- Part -I** : Special Instruction to Bidders
- Part-II** : General Terms & Conditions(GCC)
- Part-III** : Schedule of Quantities, Service/work and Rates
- Part- IV** : Safety Measures & Compliance Format (To be submitted by the Bidder along with the Bid)
- Part-V** : Format for Undertaking by Bidder (To be submitted by the Bidder along with the Bid)
- Part-VI** : Special conditions of the contract(SCC)
- Annexure - A** : Sample copy of the Agreement to be signed by the successful bidder
- Annexure - B** : Bank Guarantee format for Bid security (EMD)
- Annexure - C** : Bank Guarantee format for Performance Security Deposit
- Annexure - D** : List of enlisted worker
- Annexure - E** : Application form for vendor Code (To be submitted along with the bid)



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Tender SI No:

Issued By : _____
(Signature)

Name : _____

Designation: _____

To
M/S _____**TENDER NOTICE NO : GCL 5032 L18**

**BIDS TO BE SUBMITTED AT THE OFFICE OF THE CHIEF MANAGER
(CONTRACTS), OIL INDIA LIMITED, PIPELINE HEAD QUARTERS,
NARANGI, GUWAHATI- 781171, ASSAM**

**BID CLOSING DATE:AT GUWAHATI
10-07-2017 TIME:13-30 HRS**

**BID OPENING DATE: At GUWAHATI
10-07-2017 TIME: 14-00 HRS**

TENDER FEE : NIL(LIMITED TENDER)

Sir,

Oil India Limited (OIL), a Govt. of India Enterprise, invites bids for “**Providing day to day services of Works Contract Labours (Listed unskilled) in assisting various jobs in Electrical & Cathodic Section PS5 & office of DGM (E&C) PL for a period of 6(six)months on limited tender basis.**”

- 2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to **obtain** the bid document available in the office of the **Chief Manager (Contracts), Oil India Limited, Pipeline HQ, Narangi, Guwahati- 781171, Assam** against payment of ~~Rs.500/- (Rupees Five Hundred only)~~ only by Demand Draft/Banker's Cheque/Pay in slip, favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Nationalised Bank from **23-06-2017** (from 08.00 A.M. to 10.00 A.M.) during working days (excluding Sundays/Holidays). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

Company: _____

Contractor : _____

3.0 This bid document is not transferable and Bids will be on sale w.e.f **23-06-2017 to 07-07-2017** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid obtained.

3.1 The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

4.0 The procedure to submit the bid is as under :

The bidders must submit their offer in a sealed envelope super-scribing the following details on the right hand top corner:

i)	OIL's Tender Notice No.	:	_____
ii)	Bid closing date	:	_____
iii)	Brief description of item	:	_____
iv)	Bidder's name	:	_____

5.0 Offers must be addressed to:

Chief Manager(Contracts)
Oil India Limited
Pipeline Head Quarter, Narangi
P.O.Udayan Vihar.
Guwahati- 781 171
Assam

5.1 The sealed envelope containing the bid must be delivered at the above address latest by 13.30 hours(IST) on the bid closing date. The bids so received shall be opened on the same day at **14-00 hours** in the presence of any attending tenderer(s)/bidder(s) or their Authorised Representatives. An authorisation letter from the Bidder, who sign the bid must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tender. Only one representative against each bid will be allowed to attend the bid opening. Attending Tenderer(s)/ Bidder(s) & Authorised Representative will have to sign a register evidencing their presence. In case it happens to be a bundh/holiday, the tender will be opened on the next working day (except Saturday).

6.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any postal delay or delay because of any other reasons whatsoever. In the event the bid opening date happens to be a non working day due to bandh etc. the bid will be opened in the immediate next working day at the same time and place.

7.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.

8.0 Modifications to bids received after the bid closing time/date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.

9.0 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. **Bidders are requested to**

Company: _____

Contractor : _____

carefully note the Schedule of Quantity (SOQ), Service/work and Rate (Part-III) for quoting their rates.

10.0 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.

11.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated.

12.0 **SCOPE OF WORK :**

Providing day to day services of Works Contract Labours (Listed unskilled) in assisting various jobs in Electrical & Cathodic Section PS5 & office of DGM (E&C) PL for a period of 6(six)months on limited tender basis.

13.0 **Validity:**

Bids must be valid for acceptance for a minimum period of **90 (Ninety)** days from the bid closing date.

14.0 **Bid Security:**

14.1 Bids must be accompanied by bid security for an amount of **Rs. 2,800.00 (Rupees Two Thousand Eight Hundred only)** and shall be in one of the following forms:

- i) A Bank Guarantee (in the prescribed form enclosed in **Annexure-B**) from any scheduled Indian Bank acceptable to OIL and shall be valid for 30 days beyond the bid validity period.
- ii) A Cashier's Cheque payable to OIL INDIA LIMITED, Guwahati.
- iii) A Bank draft in favour of OIL INDIA LIMITED and payable at Guwahati.
- iv) Cash deposit in OIL's selected banks and submit the pay-in-slip issued by the banker.

14.2 Unsuccessful bidder's bid security will be returned soon after the finalization of this enquiry.

14.3 Successful bidder's bid security will be returned after receipt of performance security from him/them.

14.4 Bid security will not accrue any interest.

14.5 The bid security will be forfeited:

- i) If the bid is withdrawn during the period of validity of bid
- ii) If the bid is altered in whatsoever manner (price or other conditions) within the validity period of the bid
- iii) If the successful bidder fails to furnish the performance security
- iv) If the successful bidder does not accept the Letter of Award (LOA).

15.0 SIGNING OF AGREEMENT :

The successful bidder will have to sign an agreement with OIL which will contain the detailed terms and conditions, obligations and responsibilities. Sample agreement enclosed as **Annexure -A**

16.0 PERFORMANCE SECURITY DEPOSIT: (NOT APPLICABLE FOR THIS TENDER)

16.1 Contractor shall be required to furnish an amount equivalent to **7.5% of the estimated total 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 **3 (Three) more months** beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –C**

16.2 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.

16.3 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.

16.4 The Performance Security will not accrue any interest.

17.0 DURATION OF THE CONTRACT:

The duration of the contract will be for a period of **6(Six) months.**

18.0 RATES:

The Bidder's commission rates shall be quoted as specified in the **Schedule of Quantities (SOQ), Services & Rates (Part III)** and must be in English language. Rates quoted must be firm and shall be in words as well as in figures. No overwriting shall be allowed, and all corrections must be initialed. **In case of discrepancy the unit rate quoted in words shall be considered to be correct.** No white ink for correction shall be allowed and any bid with correction made with white ink shall be rejected.

19.0 Special Instructions to Bidders are detailed in **Part-I**, General Terms and conditions including Safety related matters are as per **Part-II**. **The bidders are requested to examine the said conditions carefully before submission of the bid.**

20.0 RESPONSIVENESS OF THE BIDS:

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement under **Bid Rejection criteria (BRC)/ Bid Evaluation Criteria (BEC)** will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

The bid shall conform 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 BRC shall be submitted along with the Techno-Commercial Bid.

1.0 Financial capability: Bidders must have

- (a) Annual financial turnover as per Audited Annual Reports in **any of preceding three financial years** preceding scheduled bid opening date should be at least **Rs. 83,100.00**

FOR CONSORTIUM :

At least one member of the consortium 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 preceding financial year.**

- (c) 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

OR

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

(d) 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 will have to provide documentary evidence for the same.

2.0 Experience: Bidders must have;

Experience of having successfully completed similar works (**Similar Work Means : "Providing Manpower Services"**) during last 7 years reckoned from the original bid closing date should be the following :

:

- (i) One similar completed work costing not less than **Rs. 1,38,500.00**

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

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

3.0 The Bidder must have a business office establishment for one year within a radial distance of about 50 KM of the area of operation where the services need to be provided. Any one of the following documents must be provided as a proof of having the office establishment of the firm:

- (i) Trade License issued by the local authority or
- (ii) Landline phone number or
- (iii) Electricity bill for last one year or

4.0 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.

5.0 Relaxation for OIL's Existing Contractors:

“ In case of contractors who are providing similar services of listed / unlisted labours to OIL (Pipeline Department at PHQ or pump stations) for at least six months in the last three years as on Bid Closing date (BCD) will be exempted from submission from submission of documents under clauses of Financial and Experience criteria of the BRC conditions. However, they will have provide the following documentary evidence:

- a) Cop of OIL's Work Order or
- b) Copy of OIL's Contract Copy

Simply mentioning of OIL Contract Number or Work Order No. without the copy will not be accepted.

6.0 Bidders must have **PF** Account in their name issued by Regional Provident Fund Commissioner. Bidders must have **ESI** Account in their name.

7.0 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC and such clarification

Company: _____

Contractor : _____

fulfilling the BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

- 8.0** 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.

21.0 EVALUATION OF BIDS:

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein 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 commission rates (% , percentage) quoted by the bidders.
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. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected

22.0 EXEMPTION OF TENDER FEE AND EMD:

- (i) Micro & small Enterprises (MSME) ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees 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) , Central Govt. Departments are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee 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.

- (v) Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME) ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- vi) If against an order placed by OIL, successful bidder(s) (other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered 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 any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the successful bidder at the time of submission of invoice/bill

23.0 **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.*

24.0 **OTHER INFORMATION/DOCUMENTS:**

Bidder must furnish the following information with relevant documents wherever necessary along with the bid. Bid without the following information may liable for rejection.

- a) Tax Exemption Certificate, if any if /applicable.
- b) PAN no.(photocopy of the PAN card required).
- c) GST registration No.
- d) VAT registration no. ,if applicable.
- e) Bank account No. with name of Bank, Type of account, Bank address.
- f) P.F. Account No. / Code.
- g) ESI Account no.

25.0 **EXEMPTION OF TENDER FEE AND EMD:**

- (i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

Company: _____

Contractor : _____

- (ii) Public Sector Units (PSU) are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee 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.
- (v) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents
- iv) If against an order placed by OIL, successful bidder(s) (other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadiand Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the successful bidder at the time of submission of invoice/bill

26.0 LIQUIDATED DAMAGE /PENALTY:

- 26.1 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 contract.
- 26.2 In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value

Company: _____

Contractor : _____

27.0 **SETTLEMENT OF DISPUTES:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled either by (i) Mutual Consultation or (ii) through an Outside Expert Committee(OEC) to be appointed by OIL , and cost to be borne by both the parties, in case the mutual consultation fails to arrive at an amicable solution or (iii) through Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be **Guwahati.**

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
For General Manager (Pipeline Services)

PART - I**SPECIAL INSTRUCTION TO BIDDERS**

- 1.0 No bidder shall withdraw the bid after its public opening. Any such withdrawal will make the bidder liable to forfeit his/her/their Security deposit in full and debarred from further bidding at the sole discretion of the company and the period of debarment will not be less than 6 (six) months. 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.
- 2.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 3.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 4.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender 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.
 - 4.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
 - 4.2. **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, 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.
 - 4.3. **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 and Central Excise Registration Certificate.
 - 4.4. **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 and Central Excise Registration Certificate.
 - 4.5. **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 GST and Central Excise Registration Certificate.

Company: _____

Contractor : _____

- 4.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 and Central Excise Registration Certificate.
- 4.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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 and Central Excise Registration Certificate.

5.0 **BACKING OUT BY BIDDER :**

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

6.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA :**

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

7.0 **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.

PART-II**GENERAL TERMS AND CONDITIONS**

- 1.0 Services of the WCL(P) shall be Eight (08) hours from Monday to Friday and Four (04) hours on 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 from Monday to Friday and from 7.00 a.m. to 11.00 a.m. only on Saturday. Also, depending on urgency of work, the WCL(P) 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(P) to be deployed will be identified by OIL and no labour other then the identified labour will be allowed to be engaged by the contractor under listed category.**
- 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.
 - 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.

Company: _____

Contractor : _____

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- 8.3 The contractor under this agreement shall be for the area of Pipeline Headquarters, Narangi. 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.
- 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.
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Company: _____

Contractor : _____

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- 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 misbehaviors, 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 Labour 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 Labour (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.
- 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 labour engaged under this Contract shall have adequate Insurance Coverage under Workmen Compensation Act 1923 for the entire duration of the contract. The***
-

Company: _____

Contractor : _____

amount of coverage and premium thereof will be intimated by the Company's Authorised 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. Advise 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.

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

Company: _____

Contractor : _____

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 6(six) months.

13.0 **PERFORMANCE SECURITY DEPOSIT: (NOT APPLICABLE FOR THIS TENDER)**

- 13.1 Contractor shall be required to furnish an amount equivalent to 7.5% 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 Annexure –D.
- 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.

Company: _____

Contractor : _____

- 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 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 labourers 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

Company: _____

Contractor : _____

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 :**

16.1 The service provider and the company shall make every effort to resolve amicably by direct informal negotiation at any disagreement arising between them under or in connection with the contract agreement.

16.2 In the event of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled in an amicable manner between the service provider and the company, the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force.

16.3 Place of Arbitration: **GUWAHTI, PHO.**

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 mine must wear safety gadgets to be provided by the contractor. The contractor shall provide proper personnel protective equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company Personal Protective Equipment (PPE) schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be Chief Inspector/Inspector 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 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.

Company: _____

Contractor : _____

-
- 18.4 The contractor shall provide a copy of the SOP to the person designated by the mine owner 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 Mine Owner/Agent/Manager.
- 18.6 All persons deployed by the contractor for working in a mine 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 MVT, IME and PME.
- 18.7 The contractor should be submitted to DGMS 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.
-

Company: _____

Contractor : _____

- 18.16 Records of daily attendance, accident report etc. are to be maintained in applicable form (as per Factory Act & Rules) 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 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 mine 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(P):**

The **Listed** Work Contract Labours WCL(L) who are being engaged shall be entitled to the following wages and benefits:

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

- a) **Rs. 909.57 per** day to Listed skilled WCL service category.
- b) **Rs 623.62 per** day to Listed unskilled WCL service category.
- c) **Rs. 43.90** per hour ordinary over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
- d) **Rs. 94.38** per hour Holiday over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
- e) **Rs. 188.76** per hour Double over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
- f) **Rs. 43.90** per hour ordinary over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.

- g) **Rs. 65.22** per hour holiday over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.
- h) **Rs. 130.44** per hour double over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.

Above rate is inclusive of **Basic + DA + HRA + Other allowance + Medical 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 **listed** WCLs 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 WCLs 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 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.
- h. **Annual Leave with wages** - 18 (Eighteen days) annual leave with wages will be granted @ 1.5 days per month.

Company: _____

Contractor : _____

- i. Casual Leave: 07 (seven) days casual leave with wages will be granted per annum.
- j. 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.
- k. Overtime: Overtime wages shall be paid to the Category-I & II (skilled & unskilled) WCL(Listed)s 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.

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 Friday and Four (04) hours on 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.

Company: _____

Contractor : _____

26.0 SET OFF CLAUSE:

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

27.0 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 and Rules, 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. x) AGST Act.
- xi) 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 Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour 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 SPECIAL TERMS & CONDITIONS

- a) Contractor shall be required to furnish an amount equivalent to **7.5 % of the annulaized contract value as Performance Security Deposit.** The Performance Security Deposit may be in the form of **Online Transaction /Bank Guarantee issued by a Nationalized Bank.**
- b) The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

Company: _____

Contractor : _____

- c) The performance security in the form of Bank Guarantee as specified above must be valid for 3 months after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- d) ~~The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- e) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- f) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of 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 provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. 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 applicable P.F. Contribution.

31.0 ***The Bidder must have a business office establishment for atleast 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 : _____

Part-IIITENDER NO. GCL 5032 L18SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

Sl. No.	Description of work / service	Quantity	Unit	Unit Rate	Bidder's Rate
1	Wages to WCL – 1 No (Listed & Unskilled)	184	MD	623.62	Bidder not required to quote
2	SOT for No (Listed & Unskilled)	300	HR	43.90	Bidder not required to quote
3.	DOT No (Listed & Unskilled)	400	HR	130.44	Bidder not required to quote
4	HOT No (Listed & Unskilled)	35	HR	65.22	Bidder not required to quote
5.	PME for No (Listed & Unskilled)	NOT TO QUOTE OIL WILL REIMBUR ON PRODUCTION OF ORIGINAL MONEY RECEIPT AND ON ACTUAL			
6.	Insurance for No (Listed & Unskilled)	NOT TO QUOTE OIL WILL REIMBUR ON PRODUCTION OF ORIGINAL MONEY RECEIPT AND ON ACTUAL			
7	Service Commission for Contractor in percentage (%)	%			Bidder not required to quote in percentage

NOTE : 1. 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 a 5% (Five Percent) and the upper ceiling will be fixed as 10 % (Ten Percent). The percentage value up to two decimal point will be considered. The bidder quoting below 5% and above 10% will be summarily rejected.

NOTE : 2 : Prevailing GST will be extra paid by OIL on submission of documentary evidence.

Company: _____

Contractor : _____

Part –IV

SAFETY MEASURES & COMPLIANCE FORMAT

To
GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No: GCL 5032 L18

Description of work/service:**Providing day to day services of Works Contract Labours (Listed unskilled) in assisting various jobs in Electrical & Cathodic Section PS5 & office of DGM (E&C) PL for a period of 6(six)months on limited tender basis.**

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 authorised 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 person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act & Rules and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: _____

Contractor : _____

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

M/s_____

Dated_____

For & On Behalf Of Contractor

PART-V

UNDERTAKING BY BIDDER

(To be submitted along with bid)

This is to confirm that I/we have read the bid document comprising various clauses in Part-I, II III,IV, and Annexure-A, and have fully understood the nature of services required and we agree to the terms and conditions with following deviations and in consideration of all have submitted our bid.

Deviation Statement if any: Yes/ No **(Strike out which is not applicable)**

If, yes, details there of:

Date :

Signature of Bidder with Seal

Company: _____

Contractor : _____

ANNEXURE - A

DRAFT 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” 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 “hiring the services of like _____ at _____ and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,

- 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,

Company: _____

Contractor : _____

- (c) The contractor's letter dated (after price negotiation) if any .
- (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
- (e) **Part-I, II, III, IV & Annexure- D** hereto.
- iii) The rates payable for the job will be as indicated in **Part-III**
- 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.

1.

2.

2.

Company: _____

Contractor : _____

ANNEXURE-B**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

To:

M/s. OIL INDIA LIMITED,
(**CHIEF MANAGER -CONTRACTS**)
Oil India Ltd. Pipeline Headquarter
Narangi, Guwahati-781171

WHEREAS _____ (Name and address of Bidder) (hereinafter called "Bidder") desires to participate against your Tender No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Tender").

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee as security for compliance with bidder's obligations in accordance with the terms and conditions of the Tender.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies as desired by you 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 Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Tender or the work to be performed there under or of any of the terms of the Tender which may be additionally made by you 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 date _____ (calculated at **1 month** after Bid Validity date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

ANNEXURE-CSTANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

To,
OIL INDIA LIMITED
GUWAHATI, KAMRUP
ASSAM

ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUEAS PER STAMP DUTY ACT

This deed of guarantee made between (**Full address of the issuing Bank**) having the head office at (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./**Agreement No.** (hereinafter referred to as the said “Agreement”) for (brief description of the nature of the contract) for the period from to with M/s. (**Contractor**) (Full address of the contractor) having its Regional Headquarters at (hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs.** (Rupees) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.** (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

Contd.....P/2

Company: _____

Contractor : _____

ANNEXURE-B**Page No.2**

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act on omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.
6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.
7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. (Rupees) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this _____ day of _____ 20_____

Place: (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

Company: _____

Contractor : _____

ANNEXURE - D

TENDER NO. GCL 5032 L18

LIST OF LISTED WCL

SRI BANESWAR BORO

LISTED UNSKILLED

ANEXURE - E**TENDER NO. GCL 5032 L18****DETAILS OF BIDDER****(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

a.	Name of the Bidder / Firm:				
b.	Registered postal address with PIN code:				
c.	Telephone No:				
d.	Mobile No:				
e.	E-mail ID:				
f.	Fax No:				
g.	Contact Person:				
h.	Contact person's contact No:				
i.	PAN No:				
j.	Bidder's Bank details:		Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:		
k.	EMD / Bid Security Details:				
	EMD / Bid Security Deposited vide: (Tick √ whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:				
	Validity of BG: (If EMD submitted vide BG)				
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)				

Company: _____

Contractor : _____

l.	VAT Regn. No.	
m.	GST Regn. No. (If not available then to be submitted on issuance of LOA)	
n.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
o.	Vendor code with OIL (if available)	

Signature: _____

Name in Block letters _____

For M/S. _____

Company: _____

Contractor : _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

Company: _____

Contractor : _____

ANNEXURE – G

To,
General Manager (F&A)-PLS
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/ Current 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. GST Regn. 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

Company: _____

Contractor : _____