

**FORWARDING LETTER**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

**IFB NOTICE NO: CDI 8326 P16**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE 2- BID System** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Manpower supply of Listed WCLs-I, Listed WCLs-II and Listed WCLs-III for miscellaneous jobs at OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zaloni Clubs, Ladies Club, Duliajan OIL Bihu Toli for a period of 4 (Four) years.

**IFB NO:** CDI8326P16**Type of IFB:** Single Stage Two Bid System

**Location:** Miscellaneous jobs at OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zaloni Clubs, Ladies Club, Duliajan OIL Bihu Toli.

**Contract Period:** 04 (four) years.**TECHNICAL BID CLOSING/ OPENING DATE & TIME:****Date:** 15.10.2015**Bid Closing Time - 11:00 HRS IST****Bid Opening Time - 14:00 HRS IST**

|                                            |                                                                                                            |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Priced Bid Opening Date: &amp; Time</b> | Will be intimated to the eligible bidder(s) nearer the time                                                |
| <b>Bid Submission Mode:</b>                | Bid should be submitted online in OIL's E-Procurement portal                                               |
| <b>Bid Opening Place:</b>                  | Office of the: Head-Contracts, Oil India Limited, Duliajan, District- Dibrugarh (Assam) PIN- 786602, Assam |
| <b>Tender Fee<br/>Bid Sale date :</b>      | Rs. 5000.00/-<br>09/09/2015 To 08/10/2015 (upto 15:30 Hrs IST)                                             |
| <b>Bid Validity :</b>                      | 180 days from date of opening of bid.                                                                      |
| <b>Bid Security Amount:</b>                | <b>2,95,000/-</b>                                                                                          |
| <b>Amount of Performance Guarantee</b>     | <b>7.5% of one year contract value.</b>                                                                    |
| <b>Mobilisation Period</b>                 | NIL                                                                                                        |

- (a) Bid Security deposited vide Demand Draft/Banker's Cheque/Bank Guarantee \*\*  
 \*\*In case of Bid Security deposited vide Bank Guarantee, it should be valid for 30 days beyond the required bid validity period( i.e. upto 11.05.2016)

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

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**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the Bid Closing date, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents or it may be submitted through OIL's electronic Payment Gateway also.**

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @7.5% of one year contract value and this will not earn any interest.

If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

2.0 SEALED ENVELOPES containing the Bid Security shall clearly be marked with the above Tender Number and description of work and addressed to

**HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN – 786602, ASSAM**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and payable at DULIAJAN or **it may be submitted through OIL's electronic Payment Gateway also.** This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

**2.1 Bid should be submitted online up to 11:00:00(IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00:00 (IST) at the Office of Head-Contracts in presence of authorized representative of the bidders.**

**3.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering Text" only under Notes & Attachments tab.**

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 certificate with organization's Name" digital certificates [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 while uploading the bid.

***Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the " Organization Name" field are acceptable.***

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class-3 with organization's name", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will be 2 (Two) years.

(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.

6.0 The Bid must be valid for **180 (One hundred & Eighty) days** from the date of opening of the bid. Bids with short validity will be summarily rejected.

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

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

**9.0 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.**

10.0 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificates, if any.

10.1 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, 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 Service Tax and Central Excise Registration Certificates, if any.

10.2 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, 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, copy of registration certificate as Partnership Firm, copies of Service Tax and Central Excise Registration Certificates, if any.

10.3 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, 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 Service Tax and Central Excise Registration Certificate.

10.4 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, 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 Societies and copies of Service Tax and Central Excise Registration Certificate.

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10.5 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, 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 Service Tax and Central Excise Registration Certificate.

10.6 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the trustees or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies of Service Tax and Central Excise Registration Certificates, if any.

11.0 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.

12.0 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 liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

14.0 Within two weeks of issue of LOA, the successful Bidder shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash / Bank Guarantee (valid for six months beyond the expiry of contract) from a Nationalized Bank / Scheduled Bank as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work and six months thereafter, but a part or whole of which could be deducted/adjusted by the Company for loss due to the Company for any reason. No interest shall be payable to the contractor on this Security Deposit.

14.1 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

15.0 Discounts / Rebates:

15.1 The OIL will evaluate and compare the bids as per Bid Evaluation Criteria of the bidding/tender documents.

15.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate.

**16.0 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/offer.**

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**17.0 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 then be forfeited and the firm shall be debarred for 2(two) years from the date of default.**

**18.0 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 debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.**

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

Forwarding Letter.  
Instruction to Bidders  
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.  
Part - I - General Conditions of Contract (GCC)  
Part - II - Schedule of Work, Unit and Quantity (SOQ)  
Part - III - Special Conditions of Contract (SCC)  
Part-IV-Schedule of company's Plants, Materials and Equipments- Not applicable  
Part-V-Safety Measures (SM)  
Integrity Pact  
Proforma and Annexures

**SPECIAL NOTE:**

**GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT TENDER:**

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, 2000 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 for participation. Bidders can click on **Guest login** button to view the available open tenders in the E-portal.

Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway.

New Vendors shall obtain User ID & password through online vendor registration system in e-portal and can purchased bid documents subsequently in the similar manner.

Alternatively, parties can write to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 along with cost of bid document(non refundable) in the form of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED, payable at Duliajan and bidder details (valid e-mail ID, address with PIN code, telephone number, mobile number) which must reach Head-Contracts office on or before the last date of sale of Bid Document. User ID and initial password will be communicated to the bidder through e-mail (e-mail ID as mentioned in the request letter)

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com). The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFx.

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In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which is to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602.

**OR it may be submitted through OIL's electronic Payment Gateway also.**

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/or through payment gateway will be ignored straightway.**

20.0 The tender is invited under SINGLE STAGE -2- BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.

20.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the *Technical RFx Response-> User - > Technical Bid* only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.

20.2 The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

**FORWARDING LETTER**

**Display RfX Response:**

Edit | Print Preview | Technical RfX Response | Close | Withdraw | Verify

RfX Response Number 60006452 RfX Number TEST2 Status Submitted  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response Version

**RfX Information** | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Last Processed C  
Last Processed E

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

| Function                            | Number | Name | Valid fr |
|-------------------------------------|--------|------|----------|
| The table does not contain any data |        |      |          |

Go to this Tab “**Technical RfX Response**” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RfX Response:**

Submit | Read Only | Print Preview | Check | Technical RfX Response | Close | Save | Verify signature of Response | Sign Response

RfX Response Number 60006452 RfX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response Version Number 2 RfX Version Number 5

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

**Notes**

Add | Clear

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

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

| Assigned To                         | Category | Description | File Name | Version | Processor | Checked |
|-------------------------------------|----------|-------------|-----------|---------|-----------|---------|
| The table does not contain any data |          |             |           |         |           |         |

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Price bid” must contain the price schedule. 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 file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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20.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

21.0 **The Integrity Pact is applicable against this IFB:** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** 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 declined to submit the Integrity Pact, their bid shall be rejected straightway

The name of the OIL's Independent External Monitor(s) at present are as under:

(a) Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail : [rspandey\\_99@yahoo.com](mailto:rspandey_99@yahoo.com)

(b) Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

**NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) 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.**

***Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.***

**Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.**

22.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

**HEAD-CONTRACTS**

**INSTRUCTIONS TO BIDDERS**

1.0 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 BIDDING DOCUMENTS**

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC /BEC
- d) General Conditions of Contract (**Part-I**)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- f) Special Conditions of Contract (**Part-III-SCC**)
- g) Schedule of company's Plants, Materials and Equipments-**(Part-IV):N/A**
- h) Safety Measures (**Part-V-SM**)
- i) Price Bid Format
- j) **Integrity Pact**
- k) Proforma & Annexure.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

3.2 Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the Technical RFx under the tab "Amendments to

**INSTRUCTIONS TO BIDDERS**

Tender Documents”. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL’s E-Tender portal [“Technical RFx” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal as Single Stage2- Bid System**

**6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form(Proforma-C) and to be submitted along with the Technical Bid.

**7.0 BID PRICE:**

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

**7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and as such no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. Kindly refer to the screen shots below.**

**INSTRUCTIONS TO BIDDERS**

**Display RfX Response:**

Edit | Print Preview | **Technical RfX Response** | Close | Withdraw | Verify

RfX Response Number 60006452 RfX Number TEST2 Status Submitted  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response Vers

**RfX Information** | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery

Incoterms

Statistical

Created E

Last Processed C

Last Processed E

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

| Function                            | Number | Name | Valid fr |
|-------------------------------------|--------|------|----------|
| The table does not contain any data |        |      |          |

Go to this Tab “**Technical RfX Response**” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RfX Response:**

Submit | Read Only | Print Preview | Check | **Technical RfX Response** | Close | Save | Verify signature of Response | Sign Response

RfX Response Number 60006452 RfX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response Version Number 2 RfX Version Number 5

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

**Notes**

Add | Clear

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

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

| Assigned To                         | Category | Description | File Name | Version | Processor | Checked |
|-------------------------------------|----------|-------------|-----------|---------|-----------|---------|
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Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details.

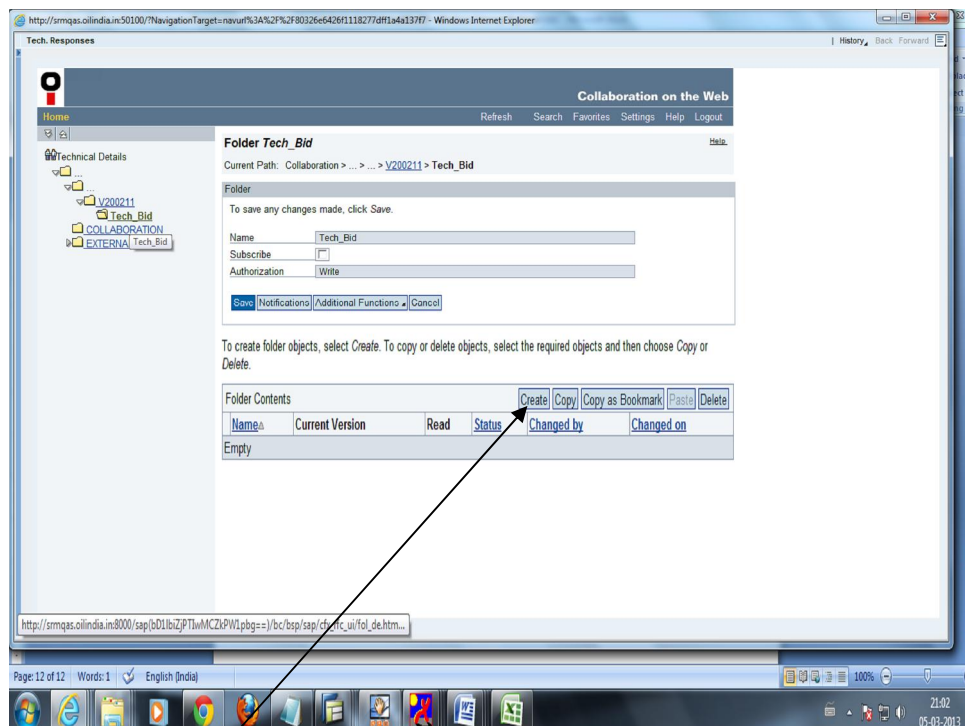
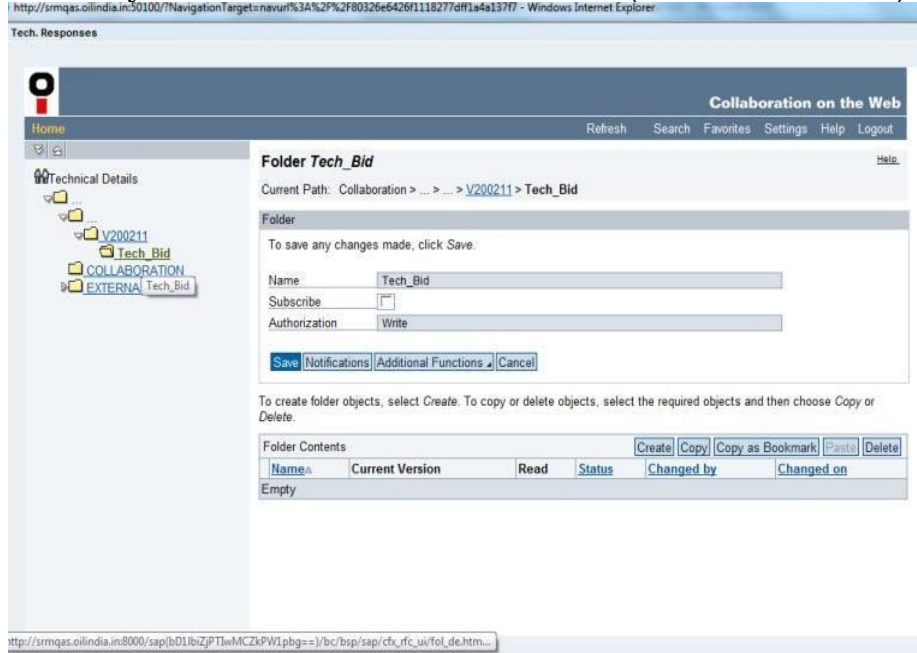
\*\* The “Price bid” must contain the price schedule.

**INSTRUCTIONS TO BIDDERS**

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

Following screenshots are shown of the procedure for loading the Technical Bid.

**Create Technical Rfx response** .To create Technical Rfx response click on **Technical Rfx Response** , at the top of the Response.(Refer screen shot above).System will redirect you to the C-folder in new window (Screen shot below)



Click on button **Create** to create and upload new document

**INSTRUCTIONS TO BIDDERS****8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BRC / BEC.

**9.0 PERIOD OF VALIDITY OF BIDS:**

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (e-mail or by Fax). 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.

**10.0 FORMAT AND SIGNING OF BID:**

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

**11.0 SUBMISSION OF BIDS.**

11.1 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 certificate with organization's Name" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] 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 while uploading the bid.

**Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.**

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "Class-3 with organization's name", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**INSTRUCTIONS TO BIDDERS**

11.2.1 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

12.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.

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

12.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter".Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**13.0 LATE BIDS:**

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

14.1 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified in the tender. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE:**

15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks at the sole discretion of the company. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

**INSTRUCTIONS TO BIDDERS**

**16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization 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 RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.

16.2 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 full working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 above shall not be opened. OIL shall 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.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. 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.

16.7 Prior to the detailed evaluation, OIL 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 material deviations or reservation. A material 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**INSTRUCTIONS TO BIDDERS**

16.8 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.

16.9 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.

**17.0 EVALUATION AND COMPARISON OF BIDS:**

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 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.

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**19.0 AWARD CRITERIA:**

19.1 OIL 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.

**20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:**

20.1 OIL 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 OIL's action.

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

**INSTRUCTIONS TO BIDDERS**

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

22.4 The Contractor after signing of the formal contract and before issue of Work-order will have to submit documentary evidence (Copy of Insurance Policy under Employee Compensation Act, 1923, original money receipt of Premium paid and a copy of the Labour License for the particular Contract under The Contract Labour Rules, 1971) against the workers as mentioned in the Bid document during the contract period or for the full contract period.

22.5 **Mobilisation Period:** Nil

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**24.0 BID DOCUMENT:**

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 to be executed under this contract.

**25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

**TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Invoice serial no. ....

Oil India Limited, Duliajan, Assam

Invoice Date.....

| Particulars                                                                                                                                | Amount (Rs) |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Description of the service provided or agreed to be provided<br>(e.g. Manpower supply service against Contract No.....for the period.....) | A           |
| Add Service Tax if applicable*                                                                                                             | B           |
| Total bill amount                                                                                                                          |             |

\* It may be noted that under the existing provisions of the Finance Act, 1994, Service Tax on manpower supply service is to be charged by the contractor only in those cases where the contractor is a person other than individual, HUF, firm or association of persons.

Signature of authorised person

**END OF ITB**

**BRC & BEC**

**A) BID REJECTION CRITERIA (BRC):**

**I)** 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 will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

**i)** Bidder must have relevant experience of having successfully completed “**similar works**” with PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid closing.

Single contract of minimum value of Rs. 45 lakh

Or

Two contracts of minimum value of Rs. 28 lakh each

Or

Three contracts of minimum value of Rs.22 lakh each

**Note:-**

**Similar nature of job mentioned above means: Experience in handling any type of labour supply contracts involving minimum 20(Twenty) labours.**

**ii)** In case of OIL's Contractor, who had successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contracts in last 07(Seven) years from date of bid closing are exempted to submit Experience Document in support of Clause No. I-i as mentioned above as well as relevant labour license issued by the office of Labour Commissioner, State/Central Govt.

They have to submit any one of the document (self attested copy) e.g. Work-order/SES/Completion Certificate of successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contract in support of their experience criteria.

**iii)** Average Annual financial turnover during the last 3(Three) years, ending 31st March 2015 should be at least Rs. 17 lakh.

**(II) DOCUMENTARY EVIDENCE (Self attested)**

(i) For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-

Certificate issued by PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid closing, showing:

- a) Gross value of the job done
- b) Nature of Job done
- c) Time period as per NIT
- d) Numbers of labours involved

(ii) Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the contract(s) against clause no (I-i).

(iii) For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-

a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

b) Audited balance sheet and Profit and Loss account with membership no.

**(III) Documentary Evidence for OIL Contractors as per Clause I-ii (Self attested copies):**

i) For proof of Experience Criteria: Copy of any one of document: Work-order/SES/Completion Certificate of successfully completed Listed/Unlisted (presently known as Listed-II & Listed-III) WCL Contract.

ii) For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-

a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

b) Audited balance sheet and Profit and Loss account with membership no.

**IV)** Non- submission of the above documents as specified in BRC above will result in rejection of bids.

**V)** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** 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 declined to submit the Integrity Pact, their bid shall be rejected straightway.

**VI)** The bidders must quote the profit, establishment & handling element in percentage terms only where the lower ceiling of the margin is termed as 5.00%(Five Percentage) and the upper ceiling is termed as 10.00%(Ten percent) up to two decimal point will only be considered. Bidder quoting below 5.00% and above 10.00% will be summarily rejected

**B) BID EVALUATION CRITERIA (BEC):**

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of value quoted for the profit, establishment & handling element (in percentage terms) in Price Bid Format of the bidding document.

2. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

3. Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted offer. Discount of any type indicated separately will not be taken into account for evaluation purpose. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

4. In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

**C. COMMERCIAL**

1.0 Bids are invited under Single Stage 2- bid system i.e., Bidders must offer firm rates i.e. only one Profit, Establishment, Handling Charges in percentage terms to two decimal points between 5.00% and 10.00 % whereas lower ceiling will be treated as 5.00% and upper ceiling will be treated as 10.00%.

2.0 Profit, Establishment, Handling Charges quoted by the successful bidder must remain firm during the entire period of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. The Original Bid Security should however be forwarded to office of the “Head-Contracts, Oil India Limited, Duliajan-786602, Assam” which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected **or it may be submitted through OIL’s electronic Payment Gateway also.**

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

5.0 Any Bid received in the form of physical document, Fax/e-mail/Telephonic discussion will not be accepted.

6.0 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

7.0 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected.

8.0 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

9.0 Bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

**D. GENERAL:**

(i) In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders.

(ii) 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 also and such clarification fulfilling the BRC clauses must be received on or before stipulated day from the date of clarification sought by the company, failing which the bid will be rejected.

(iii) 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.

(iv) The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**E. OTHER DOCUMENTS:**

Bidder(s) must also furnish the followings :

- 1) NAME OF FIRM& Composition of FIRM\*:
- 2) DETAIL POSTAL ADDRESS
- 3) TELEPHONE NO.(If available)
- 4) MOBILE NO.
- 5) Valid E-MAIL
- 6) FAX No.(If available)
- 7) CONTACT PERSON: With Authority letter from Contractor
- 8) CONTACT PERSON'S CONTACT NO.
- 9) PAN ( Self Attested copy required)
- 10) BANK ACCOUNT NO.
- 11) BANK ACCOUNT TYPE.
- 12) BANK NAME(with IFSC Code/MICR No.)
- 13) BANK ADDRESS
- 14) SERVICE TAX REGD.NO. ( Self Attested copy required)
- 15) P.F.CODE NO. ( Self Attested copy required)
- 16) VENDOR NO. (IF AVAILABLE)

\*In case of proprietorship firm, self attested copy of details particular with photo/signature; in case of partnership firm, self attested copy of Partnership Deed Agreement; in case of Ltd Company, self attested copy of Certificate of Incorporation, Memorandum and Articles of Association, list of surviving and active Director with all details to be submitted.

**PART-I**  
**GENERAL CONDITIONS OF CONTRACT(GCC)**  
**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Contracts Department, Duliajan**

**DESCRIPTION OF WORK/SERVICE:**

Manpower supply of Listed WCLs-I, Listed WCLs-II and Listed WCLs-III for miscellaneous jobs at OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zaloni Clubs, Ladies Club, Duliajan OIL Bihu Toli for a period of 4 (Four) years.

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

**WITNESSETH :**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at \_\_\_\_\_.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

d) .....**(Name of the Contractor)** 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.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the company's engineer and contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. In addition to the Company's Engineer/Officer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.

c) Order the Contractor to remove or replace or disengage any WCL who Company's Engineer /Officer considers incompetent or unsuitable or which found involved in any misconduct or indiscipline or is found having unwarranted behaviour or is medically unfit or unauthorizedly absent for more than two months without proper intimation to the contractor or on his /her attainment of the age of 60 years. In this connection the opinion of the Company's Engineer /Officer shall be final and binding on the contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out *ex parte* if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the noted Acts and Rules framed there under:-

- i) The Mines Act, 1952.
- ii) The Minimum Wages Act, 1948.
- iii) The Employee's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Payment of Gratuity Act, 1972.
- vii) The Contract Labour (Regulation & Abolition) Act, 1970.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) The Employee State Insurance Act, 1948.
- xi) AGST Act.
- xii) The Finance Act, 1994
- xiii) Income Tax Act, 1961 (Specifically relating to TDS liabilities under Chapter XVII-B)

or any other Acts or Statute not here in above specifically mentioned having bearing above engagement of workers directly or indirectly for execution of work.

The contractor agrees and undertakes to indemnify Oil India Ltd. to abide by all the rules & regulations of the Company, Govt (State/Central) with regard to compliances under Labour laws, safety, security, discipline, health & sanitation etc.

6 A. The Contractor will be required to submit various reports/returns under the Indian Labour Acts/Rules and other Statutes applicable to the Contractor to the Appropriate Authority within stipulated time frame, which shall include but not limited to the following:

- i) Half yearly Return in duplicate within 30 days from the close of half year by contractor in Form No. XXIV (Annexure 1) in compliance with Rule 82 of The Contract Labour Rules, 1971. ('Half Year' means a period of 6 months commencing from 1<sup>st</sup> January and 1<sup>st</sup> July of every year).
- ii) A Statement to the principal employer showing the recoveries of contribution in respect of employees employed by him within seven days of every month under Para 36-B of the Employees Provident Fund Scheme, 1952.

In the event of failure of the Contractor to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, the Contractor shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by the Contractor.

6 B. The contractor or any of its personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how, security arrangements and administrative / financial / organisational matters as all are of confidential / secret nature that can attract legal action. This clause shall remain in force for a period of 5(five) years after the expiry of the contract or any period of extension thereon.

7. "The duration of the contract shall be **208 weeks** from the commencement date mentioned in the work order."

8. In order to promote, safeguard and facilitate the general operational and economic interest of the Company during the continuance of this contract, the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest taking shape or form at any place of the Company's works and its neighbourhood.

8 A. In the discretion of the Company if the contract worker is found to be unsuitable, incompetent or is found involved in any misconduct or is found having unwarranted behaviour or indiscipline or is medically unfit, or is unauthorizedly absent for more than two months without proper intimation to the Contractor concerned or on the above mentioned grounds the Contractor shall terminate the engagement of the contract labour immediately and not deploy him in any other contract.

9. The tendered all-inclusive Price but excluding Service Tax (i.e. the Contract price) is Rs.(xxxxxxxxxx) but the Company shall pay the Contractor only for actual work done at the all inclusive rates (but excluding Service Tax) set down in the Schedule of work part II of this Contract. **[Please don't fill up, Contract Price will be filled up during awarding the Contract]**

10. The contractor employing 20 (twenty) or more workmen on any day in the preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer under Contract Labour (Regulation & Abolition) Act and Rules framed thereunder before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act. A copy of the Application (Form IV) for obtaining the license under the Contract Labour (Regulation & Abolition) Act will be submitted to Oil India Limited for issuing Form V.

10.A. The Contractor shall not engage any Sub-Contractor.

11. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadars from the wages of the workmen. All TDS implications (if applicable) on wages paid by the contractor to the workman shall be the responsibility of the contractor.

12. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's premises.

12A. The Contractor shall be required to obtain an Employee Provident Fund Account / Code under the Employee Provident Fund and Miscellaneous Provision Act, 1952 in the name of the Firm/Contractor.

12B. The Contractor must have Employee State Insurance Code No. and pay contribution in respect of every worker engaged by him under the Contract in compliance with the Employee State Insurance Act, 1948.

12C. The Contractor shall issue an Employment Card in Form XIV (Annexure 2) to every contract labour employed by him within three days of the employment of the worker under the Contract as provided in The Contract Labour Rules, 1971. A copy of such Employment Card issued to each contract labour must be submitted to the Company before the commencement of work.

13. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

14. **TAXES:** The amount of the contract specified in the contract is all inclusive but exclusive of Service Tax.

Service Tax is payable by Oil India Limited directly to the exchequer in cases where the contractor is individual, HUF, firm or association of persons. In other cases, where Service Tax is payable by the contractor to the exchequer, Oil India Limited shall reimburse the applicable Service Tax paid by the contractor to exchequer.

14(A). Tax levied as per the provisions of Indian Income Tax Act and in any other enactment / rules on income derived / payments received under the contract will be on Contractor's account. The Company shall deduct taxes on payments made / sums payable to the Contractors as per the relevant provisions of the Income Tax Act, 1961.

14(B). Subsequently Enacted Laws: Subsequent to the bid closing date, if there is a change in or enactment of any law including Goods & Services Tax or interpretation of existing law, which results in additional cost / reduction in cost to Contractor on account of the operation under the Contract the Company / Contractor shall reimburse / pay Contractor / Company for such additional / reduced costs actually incurred.

15. The Contractor understands and agrees that there will be no increase in profit, establishment, handling amount during the currency of the contract on account of enhancement of unit rates of the items for any reason.

16. The Contractor shall deploy the contract labours who are particularly & specifically identified, experienced and expert in OIL work, whose names are listed in Part II & Part III in all works.

17A. The Contractor shall not engage labour who is a minor; below 18(eighteen) years of age under any circumstances.

17B. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

#### 18. Special Conditions

a) The PBG /Security Deposit shall be released after 6(six) months from the completion of the contract as certified by the concerned department.

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment at the discretion of the Company.

**19. SPECIAL INSTRUCTION:****[A] Listed –I WCLs shall be entitled to the following wages and benefits:**

(a) Wages: A total amount of Rs.763.11/- per day shall be paid to the Listed-I WCLs, which includes basic & all allowances.

(b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities in respect of listed WCLs.

(c) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja ,Magh Bihu, Ganesh Puja, Diwali & Kati Bihu admissible to the listed WCLs , plus additional holiday if any declared under Negotiable Instrument Act by the Govt., which is implemented at OIL, shall also be admissible to the Listed-I WCLs as paid holidays.

(d) Leave with wages: A total numbers of 18 (eighteen) days in a calendar year shall be admissible to the Listed-I WCLs as leave with wages, which is to be extended by the contractors.

(e) Wages on Rest days(Rs.763.11/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-I WCLs will not be paid for such holiday except as admissible under Clause (c) above.

(f) Overtime allowance: Overtime allowance shall be paid to the Listed-I WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.

(g) Annual Increment: These Listed-I WCLs will be entitled for 2% annual increment of basic pay from 1<sup>st</sup> January of each year.

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the Listed-I WCLs and which cannot be combined with leave with wages.

**[B] Listed WCLs – II shall be entitled to the following wages and benefits:**

(a) Wages: A total amount of Rs.733.48/- per day shall be paid to the Listed-II WCLs, which includes basic & all allowances.

(b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities in respect of Listed-II WCLs.

(c) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja ,Magh Bihu, Ganesh Puja, Diwali & Kati Bihu admissible to the Listed-II WCLs, plus additional holiday if any declared under Negotiable Instrument Act by the Govt., which is implemented at OIL, shall also be admissible to the Listed-II WCLs as paid holidays.

(d) Leave with wages: A total numbers of 18 (eighteen) days in a calendar year shall be admissible to the Listed-II WCLs as leave with wages, which is to be extended by the contractors.

(e) Wages on Rest days(Rs.733.48/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-II WCLs will not be paid for such holiday except as admissible under Clause (c) above.

(f) Overtime allowance: Overtime allowance shall be paid to the Listed-II WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.

(g) Annual Increment: These Listed-II WCLs will be entitled for 2% annual increment of basic pay from 1<sup>st</sup> January of each year.

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the Listed-II WCLs and which cannot be combined with leave with wages.

**[C] Listed WCLs – III shall be entitled to the following wages and benefits:**

(a) Wages: A total amount of Rs.505.72/- per day shall be paid to the Listed-III WCLs, which includes basic & all allowances.

(b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities in respect of Listed-III WCLs.

(c) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's B'day, Bohag Bihu, Durga Puja ,Magh Bihu, Ganesh Puja, Diwali & Kati Bihu admissible to the Listed-III WCLs , plus additional holiday if any declared under Negotiable Instrument Act by the Govt., which is implemented at OIL, shall also be admissible to the Listed-III WCLs as paid holidays.

(d) Leave with wages: A total numbers of 18 (eighteen) days in a calendar year shall be admissible to the Listed-III WCLs as leave with wages, which is to be extended by the contractors.

(e) Wages on Rest days(Rs.505.72/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-III WCLs will not be paid for such holiday except as admissible under Clause (c) above.

(f) Overtime allowance: Overtime allowance shall be paid to the Listed-III WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.

(g) Annual Increment: These Listed-III WCLs will be entitled for 2% annual increment of basic pay from 1<sup>st</sup> January of each year.

(h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the Listed-III WCLs and which cannot be combined with leave with wages.

[D] BONUS: Contractor shall have to pay yearly bonus @12% of wages to the WCLs subject to a maximum wage ceiling of Rs. 3500/- per month per WCL i.e. maximum of Rs. 5040/- per year per WCL on company's advice which will be reimbursed by the company on submission of documentary evidence. However, the contractor will be paid 2% as handling charge for disbursing the bonus.

[E] Contractor shall obtain Group Insurance Policy for payment of compensation under applicable statutory Employee's Compensation Act, 1923, covering all the WCLs deployed under their contract. The sum insured under the insurance policy in respect of individual WCLs should be as per the amount of compensation payable under the provision of the Employee's Compensation Act, 1923 (Amended in 2009). The premium will be reimbursed to the contractor by the company on production of documentary evidence.

[F] Medical Examination: All the identified WCLs who are engaged through contracts need not undergo Periodic Medical Examination (PME) except those who would be deployed in the mines once in 05 years for workers below 50 years and once in 03 years for workers above 50 years. However, there will be an option available with the user departments to ask the labours deployed in other than mines also to undergo PME. Rs. 2460/- (Two Thousand Four Hundred & Sixty) will be reimbursed against each Listed WCL to the Contractor as cost incurred towards the PME on submission of the required documents from Govt. Approved Pathological Laboratory / Authorised Health Centre.

The Periodic Medical Examination (PME) will include the following:

- General Medical Examination
- Physical Examination to include systematic examination of all the system
- Laboratory Examination which includes:
  - Blood RE
  - Urine RE/ME
  - FBS
  - PPBS
  - S.Creatinine
  - S. Urea
  - Lipid Profile
  - X-Ray (PA View Chest)
  - ECG
  - Lung Function Test
  - Audiometry
  - Stool RE/ME
  - Modified 'O' Form

After the PME results of the labours are available, the following conditions will govern the PME results:

During the course of investigations (PME), if any labour is found to be suffering/detected of any disease(s), there will be no liability on the part of the Company for treatment.

In case any labour is declared unfit after the PME, the concerned labour will be dealt according to the provisions of the applicable MOS.

20. BILLING CYCLE: Payment will be on monthly basis and the billing cycle will be 21<sup>st</sup> day of the preceding month to 20<sup>th</sup> day of the current month. The contractor will be required to submit his bills to Head of controlling department latest by 22<sup>nd</sup> of the current month and should release the payment by 7<sup>th</sup> of the subsequent month.

21. ISSUE OF WAGE SLIP: Contractor will issue wage slip in Form XIX in compliance with the provisions of Rule 78(1) (b) under The Contract Labour Rules, 1971(enclosed as Annexure 3) to their Listed WCLs for the billing month along with the wages indicating wages paid and applicable deductions like P.F. etc.

22. MUSTER ROLL AND REGISTER OF WAGES: Contractor shall maintain a Muster Roll in Form XVI as per The Contract Labour Rules, 1971 (enclosed as Annexure 4). Contractor shall ensure that the applicable wages are disbursed to the WCLs and compulsorily submit the Register Of Wages to Head of controlling department /concerned Department within 10<sup>th</sup> of each month in Form XVII under Rule 78(1) (a) (i) of The Contract Labour Rules, 1971(enclosed as Annexure 5).

23. **Contractor agrees and undertakes to make** payment to the labourer's latest by 10<sup>th</sup> of the following month in presence of departmental representatives of Principal Employer who shall certify the Register of Wages maintained by the contractors every month in compliance with the provisions of Rule 73 under The Contract Labour Rules, 1971 in the format provided hereunder:

“Certified that the amount shown in column No----- has been paid to the workmen concerned in my presence on ----- at -----“

Contractor shall ensure the due payment of wages to the listed WCL latest by 10<sup>th</sup> of the following month. Any failure on the part of the Contractor will attract penalty under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and other applicable Statutes, besides debarment of the Contractor from future business with the Company.

24. Impersonation is a punishable offence and will attract legal action.

25. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract as per the relevant provisions of the Income Tax Act, 1961 and for which TDS certificate will also be issued to the Contractor as per law.

26. Payments are to be made to the labourers by the contractor through an Account Payee Cheque.

27. Daily wages will be based on 8(eight) hours a day including Saturday.

28. Overtime in excess of 8(eight) hours up to 9(nine) hours in a day is payable at the ordinary rate of wages (i.e. Single OT) and for overtime work beyond 9(nine) hours in a day, OT is payable at double the ordinary rate of wages (i.e. Double OT).

**29. Termination of contract due to firm/ contractor's default:**

1. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 7 (seven) days notice in writing to the Contractor and in the event of Company's so doing the clause 5 of the Contract shall prevail and the accounts between the parties will be in accordance therewith finalised.

**2. Conditions leading to the termination of contract:**

If the Firm/Contractor

- a) becomes bankrupt or insolvent, or,
- b) makes arrangements with or assignment in favour of his creditor which may affect the Company's interest,
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- e) Abandons the contract, or
- f) Persistently disregards instructions of the Officials of the Company or contravenes any provisions of the contract, or
- g) fails to make timely payment of wages to the contract workers, or
- h) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i) fails to take steps to employ competent and / or additional staff and labour, or
- j) Contravenes any of the provisions of the Integrity Pact, or
- k) Suppresses or gives wrong information or fraudulent documents or misrepresentation of facts while submitting the tender, or
- l) Contravenes any provision of the Labour Acts/Rules applicable to him.

In the event of happening of any or more of the above mentioned events, OIL reserves the right to terminate the Contract with 7 (seven) days notice in writing to the Contractor.

**30. Liquidated Damages:**

The duration of the contract shall be 04 (Four) years. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the Contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

### 31. Arbitration:

The Contractor 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. In case of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled with an amicable manner between Contractor & the Company, the matter shall be referred to the Sole Arbitrator appointed by the Company.

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: DULIAJAN or mutually agreed between the parties.

### 32. I.B. Verification Report and Security Review:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department as and when advised.

32A. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's authorized representative shall be final and binding on the contractor.

### 33. Set off Clause:

"Any sum of money due and payable to the contractor (including Security Deposit/ Performance Bank Guarantee refundable to them) under this or any other existing or future 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 entered by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

### 34. Furnishing Fraudulent Information/Document:

If it is found that a Bidder/Contractor has furnished fraudulent document/information or flouted any provision of Labour Law, applicable to him, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for period of 3(three) years from date of issuance of debarment ,besides the legal action.

35. Amendments:

This contract may be amended or extended by mutual consent of parties and any modification or change in the contract value, duration or any terms under the Contract shall only be made applicable by way of Amendment to the Contract in writing except any change made under Clause 14B.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

\_\_\_\_\_  
(Signature of Contractor or his legal Attorney)

\_\_\_\_\_

\_\_\_\_\_by the hand  
of\_\_\_\_\_  
its Partner/Legal Attorney

\_\_\_\_\_  
(Full Name of Signatory)

(Seal of Contractor's Firm)  
\_\_\_\_\_

And in presence of

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

(Signature of witness)  
\_\_\_\_\_

(Full Name of Signatory)

Address:

\_\_\_\_\_

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_  
(Signature of Acceptor)

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

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

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

**Part-II**  
**Schedule of Work, Unit and Quantities, Rates & Prices(SOQ)**  
**(Please Do not Quote Here)**

| Service Line No.                        | Description of Service            | UOM        | Quantity                                        | Rate (Rs.) |
|-----------------------------------------|-----------------------------------|------------|-------------------------------------------------|------------|
| 10                                      | Supply of Listed-I Labour         | Man days   | 45260                                           | 763.11     |
| 20                                      | Single O.T. for Listed-I Labour   | Hours      | 21348                                           | 42.19      |
| 30                                      | Double O.T. Listed-I Labour       | Hours      | 58296                                           | 162.09     |
| 40                                      | Holiday O.T for Listed-I Labour   | Hours      | 8928                                            | 81.04      |
| 50                                      | Supply of Listed-II Labour        | Man days   | 23360                                           | 733.48     |
| 60                                      | Single OT for Listed –II Labour   | Hours      | 4480                                            | 40.55      |
| 70                                      | Double OT for Listed-II Labour    | Hours      | 31360                                           | 155.79     |
| 80                                      | Holiday O.T for Listed-II Labour  | Hours      | 4608                                            | 77.90      |
| 90                                      | Supply of Listed-III Labour       | Man days   | 61320                                           | 505.72     |
| 100                                     | Single OT for Listed-III Labour   | Hours      | 18480                                           | 40.55      |
| 110                                     | Double OT for Listed-III Labour   | Hours      | 59600                                           | 112.64     |
| 120                                     | Holiday O.T for Listed-III Labour | Hours      | 12096                                           | 56.32      |
| Profit, Establishment, Handling Charges |                                   | Percentage | Only quote in Price Bid Format- <b>Not Here</b> |            |

Applicable Profit Range will be as follows:

Lower Limit (Minimum) =5%

Upper Limit (Maximum) = 10%

The bidder will be allowed to quote the percentage only upto two decimal places. Bidder quoting below 5% and above 10% will be summarily rejected.

Bidders must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rate.

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
Contracts Department, Duliajan

**PART-III**

**SPECIAL CONDITIONS OF CONTRACT(SCC)**

1. The contractual period will be valid for 4 (four) years w.e.f 21.04.2016
2. Scope of work (areas to be covered) : OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zalon Clubs, Ladies Club, Duliajan OIL Bihu Toli and bungalows, Offices, Employees quarters etc. for a period of 4 (Four) years.
3. Total deployment of WCLS per day = 89(Eighty nine) nos.
4. The small refuse bins kept shall be emptied of refuse and deposited in the refuse bins. No spillage shall be left unremoved.
5. The floors of all indoor wards, OPD, OT complex including the toilets, verandah and corridors are to be swept with brooms daily including sweeping the carpets and the floors swabbed/ scrubbed daily with a damp cloth and sweepings disposed off into the refuse bins.
6. The door mats shall be brushed, dusted and aired in the sun and placed back in the original position. The small carpets shall also be brushed, dusted and aired in the sun and placed back in the original position.
7. All toilets and bathrooms shall be scrubbed and cleaned including scrubbing and cleaning of all sanitary fittings such as wash hand basins, plates glass shelves, sinks etc. every day.
8. All ceilings, walls, stair cases including stair heads, shall be cleaned once every day.
9. All deep drains, shallow drains and surface drains of OIL Township areas are to be kept cleaned daily. The surface drains outside the fencing of each block are cleaned daily and to cut grass/ weeds etc. grown on the sides of each drain, and deep drains once in a fortnight.
10. Daily cutting of grass/weeds etc. of all conservancy tracks, surface drains, shallow drains, etc.
11. All garages, drive way, footpaths are also to be cleaned once every day.
12. All conservancy tracks are to be cleaned daily of scattered waste/ poly bags etc. and cut grass/ weeds etc. grown in the tracks, etc.
13. Collection and disposal of carcasses and all types of garbage.
14. The contractor shall submit daily reports containing the following information to the Officer-in-charge of the Public Health Section of OIL under whom jobs are to be/ being carried out..

- I) Name of Listed WCLs on the job site daily basis.
  - II) Daily progress of the work.
  - III) Information regarding next day's plans for execution.
  - IV) Information regarding timing of works during execution of jobs.
  - V) To submit monthly bill and attendances of WCLs by 22nd of every month for preparation of SES in time for submission of the same to F&A Department not later than 26th of every month.
  - VI) To maintain a register for C/L and P/L records of Listed WCLs -I, II & III and records should be submitted to Head-MS or Officer-in-Charge of Public Health Section along with the monthly bill.
  - VII) The contractor must receive the PPE items, Diary, Calenders issued by the Company time to time from office of Public Health Section for distribution to the Listed WCLs I, II & III and record should be submitted to Head-MS or Officer-in-Charge of Public Health Section of Medical Department for records.
  - VIII) The contractor or his authorised representative must report to Head-MS or Officer-in-Charge of Public Health Section at 7.00 AM on all the working days for overall supervision and liaison.
15. The contractor must arrange the requirement and placement of his workers such a way that any delay in the execution of his work or part thereof for any reason whatsoever will not affect their proper deployment and Public Health Section will not entertain any claim in respect of idle time whatsoever.
16. Contractor must maintain 1 (one) "attendance register" of the workers engaged for the work on daily basis and to be submitted daily to the Officer-in-charge for the jobs in the Public Health Section of Medical Department.
17. The contractor will have to undergo the mandatory safety training. The contractors are responsible for training their labours and make them aware of the hazards and the measures required to be taken, before they are allowed to work at site.
18. The contractor or his supervisor (s) must exercise close supervision over his employees and ensure that the persons working under him are competent to perform their work safely. He must enforce strict adherence to safety rules and procedures of the Company. Contractor or his supervisor(s) must take immediate corrective action whenever unsafe conditions/ practices are discovered. Contractor or his supervisor(s) must develop safety awareness in the minds of the all workers deployed by him/her.
19. Contractor or his supervisor (s) shall report the causes of all minor/ major/ near-miss accidents that occur in their job site(s) and immediately take remedial actions to prevent recurrence of such incidents.
20. Display/ show contractor's and contractor workers' identity card.
21. Company shall provide all the materials as and when required basis for cleaning of deep drains, shallow drains, surface drains and conservancy tracks, etc.
22. The work shall be carried out on the basis of the work order, which will be issued in every month.

23. Working time : 8 hours, from Monday to Saturday.

24. The schedule of work shall be intimated to the contractor time to time during the contractual period.

25. The extent of work to be carried out shall be regulated by the GM-Medical Services or his authorised representative at Public Health Office.

26. In this contract, contractor will engaged the following Listed-I, Listed-II and Listed-III WCLs at OIL Hospital, Public Health Section, Clubs, VIP B,lows etc. to carry out the miscellaneous jobs daily. (Total WCLs to be engaged daily are 89(Eighty nine) nos.

**Listed-I WCLs**

Sl.

| No. | Name of the WCL         | Key No. | Date of Birth |
|-----|-------------------------|---------|---------------|
| 1   | SRI GOBIN MUSAHARI      | 641     | 20-10-1974    |
| 2   | MRS. KRISHNA CHOUDHURY  | 666     | 08-04-1976    |
| 3   | SRI PUNA GOGOI          | 668     | 05-07-1964    |
| 4   | SRI KULWANT SINGH       | 670     | 08-10-1964    |
| 5   | MRS REENA HAZARIKA      | 671     | 13-04-1967    |
| 6   | SRI BENUDHAR SAIKIA     | 672     | 28-12-1969    |
| 7   | SRI PUNYA DAS           | 674     | 01-07-1971    |
| 8   | SRI PROBIN KALITA       | 675     | 31-08-1971    |
| 9   | SRI RAM NARESH BALMIKI  | 679     | 15-02-1965    |
| 10  | SRI SHYAMBABU BALMIKI   | 680     | 23-03-1972    |
| 11  | SRI VIRENDRA SINGH      | 682     | 20-10-1962    |
| 12  | SRI SUKHDEV BALMIKI     | 684     | 19-12-1972    |
| 13  | SRI PROBODH DEKA        | 685     | 01-03-1969    |
| 14  | SRI RAJESH DOOM         | 686     | 14-10-1970    |
| 15  | SRI SARVESH BALMIKI     | 687     | 12-02-1969    |
| 16  | SRI SANJEEB BALMIKI     | 688     | 30-04-1972    |
| 17  | SRI AJIT BORBORAH       | 689     | 17-08-1970    |
| 18  | SRI DANI KALITA         | 690     | 31-08-1965    |
| 19  | SRI TILOK KOTOKY        | 692     | 01-03-1964    |
| 20  | SRI PAWAN MAJIH         | 694     | 01-07-1978    |
| 21  | SRI RAMANANDA HAZARIKA  | 698     | 30-09-1969    |
| 22  | MRS RAJKUMARI DOOM      | 703     | 21-06-1964    |
| 23  | SRI TANKA PRASAD SHARMA | 704     | 20-08-1975    |
| 24  | MRS GITA DEY            | 706     | 15-02-1966    |
| 25  | MRS PARBATI DOOM        | 707     | 01-12-1967    |
| 26  | SRI RATUL KALITA        | 726     | 01.01.1974    |
| 27  | MRS BHARATI MOSH        | 732     | 28-11-1971    |
| 28  | MRS ANITA DEKA          | 737     | 31-12-1977    |
| 29  | SRI GOBIN KALITA        | 742     | 15-03-1973    |
| 30  | MRS RINKU DAS           | 743     | 20-05-1968    |
| 31  | SRI RAKESH BALMIKI      | 744     | 03-03-1972    |

**Listed-II WCLs**

|    |                         |     |            |
|----|-------------------------|-----|------------|
| 1  | SRI RAJU SUNER          | 55  | 20-06-1975 |
| 2  | MRS BEAUTI MODAI        | 56  | 16-09-1978 |
| 3  | SRI DHARMA DOOM         | 71  | 01-01-1977 |
| 4  | MRS MINA DEVI BALMIKI   | 98  | 10-01-1976 |
| 5  | SRI KHAGEN GOGOI        | 110 | 01-04-1975 |
| 6  | SRI RAMU KARMAKAR       | 112 | 04-02-1979 |
| 7  | SRI SUBAL GARH          | 113 | 08-11-1962 |
| 8  | SRI RANJAN GOGOI        | 119 | 31-12-1981 |
| 9  | SRI UPEN NATH           | 123 | 23-08-1974 |
| 10 | SRI AMARJIT MAGAHIA     | 134 | 05-08-1973 |
| 11 | SRI ASHOK KALYAN        | 137 | 15-04-1970 |
| 12 | SRI RAMU BALMIKI        | 189 | 07-10-1973 |
| 13 | SRI SRIPAL BALMIKI      | 198 | 20.04-1969 |
| 14 | SRI Y. DILESWAR RAO     | 203 | 23-07-1969 |
| 15 | SRI SARBASH BALMIKI     | 105 | 07-07-1977 |
| 16 | SRI DILIP PRASAD JAISHY | 152 | 18-02-1982 |

**Listed-III WCLs**

Sl.

| No. | Name of the WCL           | Key No. | Date of Birth |
|-----|---------------------------|---------|---------------|
| 1   | SRI VIJAY KUMAR SINGH     | 215     | 01-01-1984    |
| 2   | MRS DAULOTIA DOOM         | 216     | 31-12-1968    |
| 3   | MRS ANJANA DAS            | 217     | 30-07-1974    |
| 4   | MRS RUNU BHUYAN           | 218     | 04-09-1972    |
| 5   | MRS LAKHI GARH            | 227     | 16-06-1960    |
| 6   | SRI RUBUL GOGOI           | 232     | 28-02-1976    |
| 7   | SRI RABIN SONOWAL         | 250     | 01-01-1976    |
| 8   | SRI GUNA KANTA NATH       | 258     | 31-10-1975    |
| 9   | SRI SRIPAL BALMIKI        | 260     | 09-05-1978    |
| 10  | SRI JITU PACHANI          | 490     | 01.10.1973    |
| 11  | SRI CHINTA MONI TAMULI    | 271     | 10-12-1975    |
| 12  | SRI BIJOY DAS             | 290     | 01-12-1984    |
| 13  | SRI GOUTAM PAUL           | 298     | 28-02-1976    |
| 14  | SRI MUNNALAL BALMIKI      | 302     | 25-01-1980    |
| 15  | SRI KISHAN PAL BALMIKI    | 342     | 27-01-1978    |
| 16  | SRI KISHOR BALMIKI        | 343     | 11-01-1983    |
| 17  | SRI SURAJ KR. BALMIKI     | 376     | 22-08-1982    |
| 18  | SRI MANOJ KR. BALMIKI     | 397     | 13.08.1980    |
| 19. | MRS MAYA DEVI SAHU        | 395     | 27-12-1971    |
| 20  | SRI OM PRAKASH HARIJAN    | 405     | 20-07-1980    |
| 21  | SRI MILON GOGOI           | 245     | 06.06.1981    |
| 22  | SRI RAJESH BALMIKI        | 411     | 15-08-1981    |
| 23  | SRI UTTAM PAUL            | 445     | 30-01-1975    |
| 24  | SRI BIPLOB GOGOI          | 446     | 20-05-1978    |
| 25  | SRI KHAGEN BAISHYA        | 447     | 01-01-1982    |
| 26  | MRS MANJU SINGH           | 448     | 06-12-1980    |
| 27  | MRS MEENA BHAGOT          | 449     | 04-04-1971    |
| 28  | SRI Y. NEEL KANTESWAR RAO | 451     | 26-06-1980    |

|    |                        |     |            |
|----|------------------------|-----|------------|
| 29 | SRI MONTU KHANIKAR     | 457 | 30-06-1972 |
| 30 | SRI KRIPAL BALMIKI     | 472 | 24-06-1977 |
| 31 | SRI SOB BAHADUR SONAR  | 480 | 06-06-1976 |
| 32 | SRI SOMNATH MAGAHIA    | 481 | 03-03-1986 |
| 33 | SRI DEBO KUMAR RAI     | 485 | 01-01-1974 |
| 34 | SRI HOREN KONWAR       | 488 | 01-01-1975 |
| 35 | MRS RINJU CHANGMAI     | 495 | 26-03-1974 |
| 36 | SRI KIRAN TAMULY       | 952 | 30-01-1973 |
| 37 | MRS JYOTSNA BEGUM      | 956 | 20-11-1973 |
| 38 | SRI RAJESH BALMIKI (B) | 964 | 11-05-1979 |
| 39 | SRI RAJESH BALMIKI (C) | 965 | 15-08-1980 |
| 40 | SRI SANDIP PAUL        | 970 | 31-03-1978 |
| 41 | SRI TRIDIP GHOSH       | 378 | 25.04.1974 |
| 42 | SRI PROMOD BAISYA      | 304 | 01.02.1973 |

27. The contractor must obtain Entry Permit from CISF Commandant of OIL for all his labourers to enable them to work inside the Installations.

The Contractor shall not engage a WCL for OIL's job

- if found to achieve superannuation age of 60 years
- if declared medically unfit and
- if found guilty on account of misconduct

28. Payment to be made to the labourers by the contractor through cheque payment only.

29. Overtime in excess of eight (8) hours upto to nine (9) hours in day is payable at the ordinary rate of wages (i.e. single OT) and for overtime worked beyond nine (9) hours in a day OT payable at double the ordinary rate of wages (i.e. double OT).

30. LIQUIDATED DAMAGES :

The duration of the contract shall be 04 (four) years. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the Company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% on the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way penalty at the rate of 1/2% (half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Head-Medical Service certificate as to the critically or otherwise of an item shall be final.

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

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

**31. SPECIAL CONDITIONS:**

1. Listed WCLs-I: 31, Listed WCLs-II: 16 & Listed WCLs-III: 42 nos.
2. Depending on urgency of work, the WCLs may have to work overtime beyond normal 8 hours duty.
3. 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.
4. The contractor shall have to pay the wages within 7th day of every month to the WCLs engaged by him.
5. The Contractor or his representative must report to Head-MS of Officer-in-Charge of Public Health Section office regularly every morning for overall supervision and liaison.
6. The Contractor must have an office at Duliajan with telephone facility so that contractor can be contacted as and when necessary.

**GENERAL HSE POINTS:**

1 It will be solely the Contractor's 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 OIL will provide PPE to Identified Listed-I WCLs, Listed-II and Listed-III WCLs. The contractor will ensure that the persons engaged by him use the proper PPE while at 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 mining operation / operations 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 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 Mine Owner/Agent/Manager.

6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 8 The contractor shall submit 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 VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. 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.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register in prescribed format 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.
15. 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.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers/ Govt. Approved Pathological Laboratory as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 50 years of age and every three years for employees of 50 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. 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.

20. 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.

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

22. 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.

23. 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.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

26. 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.

**Safety Measures**

**PART-V**

**TO,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Safety Measures**

**Description of work/service:**

Manpower supply of Listed WCLs-I, Listed WCLs-II and Listed WCLs-III for miscellaneous jobs at OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zaloni Clubs, Ladies Club, Duliajan OIL Bihu Toli for a period of 4 (Four) years.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be on the jobs 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.

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,

Date\_\_\_\_\_

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

FOR & ON BEHALF OF BIDDER

**INTEGRITY PACT**

Between

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

And

Name of Bidder .....hereinafter referred to as  
"The Bidder/Contractor"

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. CDI8326P16**. 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 Organisation "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.

**Annexure-A**

**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 cartelisation 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.

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

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

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

**Annexure-A**

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

**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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
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.

**Annexure-A**

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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  
(three in number depending on the size of the contract)  
(to be decided by the Chairperson of the Principal)**

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.

**Annexure-A**

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.
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

Place. Duliajan.

Witness 1 : .....

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

Witness 2 : .....

\*\*\*\*\*

**Details of Bidder**

|    |                                                                                                         |
|----|---------------------------------------------------------------------------------------------------------|
| 1  | Name of the Bidder /Firm, Detail Postal Address, Mobile No.                                             |
| 2  | Composition of Firm (Proprietorship/Partnership/Limited Company) with details of owner/partner/director |
| 3  | Landline No.(if available)                                                                              |
| 4  | Fax No.(if available)                                                                                   |
| 5  | Name of Contact Person                                                                                  |
| 6  | Contact Person's Mobile No.                                                                             |
| 7  | Valid E-mail ID                                                                                         |
| 8  | PAN ( Self Attested Copy)                                                                               |
| 10 | Service Tax Regd. No(Self Attested Copy)                                                                |
| 11 | PF Code No.(Self Attested Copy)                                                                         |
| 12 | Bank Account No. & Bank Account Type                                                                    |
| 13 | Bank Name & Bank Address                                                                                |
| 14 | Vendor Code (for existing vendor)                                                                       |

**(Check List)**

| Sl. No | Documents/Information provided                                                                  | Yes / No |
|--------|-------------------------------------------------------------------------------------------------|----------|
| 1      | Copy of labour license issued by office of labour commissioner,(State/Central Govt.)            |          |
| 2      | PAN ( Self Attested Copy)                                                                       |          |
| 3      | Service Tax Regd. No (Self Attested Copy)                                                       |          |
| 4      | PF Code No.(Self Attested Copy)                                                                 |          |
| 5      | Contractors Experience certificate of successful completion of similar nature of job as per BRC |          |
| 6      | Documents against average annual financial turn over as per BRC                                 |          |
| 7      | Integrity Pact                                                                                  |          |

\*\*\*\*\*

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other format acceptable to Oil India Ltd.**

To,  
M/s. OIL INDIA LIMITED  
For Head(Contracts)  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.CDI8326P16. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (Rs. \_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
  - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed Rs. \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_/\_\_/\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_/\_\_/\_\_

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

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

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e.up to **11.05.2016**.

If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

**Proforma - I**

**LETTER OF AUTHORITY**

To,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sir,

Sub : IFB No. CDI8326P16

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 above mentioned IFB for Manpower supply of Listed WCLs-I, Listed WCLs-II and Listed WCLs-III for miscellaneous jobs at OIL Hospital, Public Health Section, VIP bungalows, VVIP visits, Guest Houses, Zaloni Clubs, Ladies Club, Duliajan OIL Bihu Toli for a period of 4 (Four) years.

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 on printed letter head of the Bidder and shall be signed by a competent person to bind such Bidder.

**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 Section of Bid Document in the following format:

| <b>Section 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.

**BIDFORM**

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

**Sub: IFB No. CDI 8326 P16**

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of 7.5% of one year contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing 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 \_\_\_\_\_ 20\_\_\_\_ .

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

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

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

**Seal of the Bidder:**

**FORM XXIV**

**[See rule 82 (1)]**

**Return to be sent by the Contractor to the Licensing Officer**

Half-year ending-----

1. Name and address of the contractor-----
2. Name and address of the establishment -----
3. Name and address of the principal employer -----
4. Duration of contract From to -----
5. Number of days during the half-year on which -----
  - (a) the establishment of the principal employer had worked -----
  - (b) the contractor's establishment had worked -----
6. Maximum number of contract labour employed on any day during the half year -----

Men----- Women ----- Children ----- Total -----

7. (I) Daily hours of work and spread-over

(II) (a) Whether weekly holidays observed and on what day -----

(b) If so, whether it was paid for -----

(III) Number of man-hours of overtime worked -----

8. Number of man days worked by:

Man ----- Women ----- Children ----- Total -----

9. Amount of wages paid:

Man----- Women----- Children ----- Total -----

10. Amount of deduction from wages, If any—

Man----- Women ----- Children ----- Total-----

-

11. Whether the following have been provided

(I) Canteen-----

(II) Rest-rooms-----

(III) Drinking water-----

(IV) Crèche -----

(v) First-aid-----

(if the answer is 'yes' state briefly standards provided)

Signature of Contractor.

Place-----

Date -----

**FORM XIV**

(See rule 76)

***Employment Card***

Name and address of contractor.....

Name and address of establishment in/under which contract is carried on.....

.....

Name of work and location of work.....

Name and address of principal employer

1. Name of the workman

2. Serial number in the register of workmen employed.....

3. Name of employment/designation.....

4. Wage rate (with particulars) of unit in case of  
pieceworks.....

5. Wage period

6. tenure of employment.....

7. Remarks.....

8. Signature of Contractor.....

.....

*Signature of Contractor.*

\_\_\_\_\_

**FORM XIX**  
[See rule 78 (1) (b)]

***Wage Slip***

Name and address of contractor.....  
Name and father's/husband's name of the workman.....  
Nature and location of work.....  
Name of the workman.....  
For the week/fought/month/ending.....  
1. Number of days worked.....  
2. Number of units worked in case of piece rate workers.....  
3. Rate of daily wages/piece rate.....  
4. Amount of overtime wages.....  
5. Gross wages payable.....  
6. Deductions, if any.....  
7. Net amount of wages paid.....  
.....  
Initials of the contractor or his representative.

**FORM XVI****1[See rule 78 (1) (a) (i)]****Muster roll**

Name and address of contractor -----

Name and address of establishment in/under which contract is carried on-----

-----

Nature and location of work -----

Name and address of principal employer -----

| Sr.<br>No. | Name of workman<br>No. | Father's/Husband's<br>name | Sex | Dates     | Remarks |
|------------|------------------------|----------------------------|-----|-----------|---------|
|            |                        |                            |     | 1 2 3 4 5 |         |
| 1          | 2                      | 3                          | 4   | 5         | 6       |
|            |                        |                            |     |           |         |

For the month of -----

**Annexure 5**

**FORM XVII**

<sup>1</sup>[See **rule 78 (1) (a) (i)**]

**Register of Wages**

Name and address of contractor -----

Name and address of establishment In/under which contract is carried on -----  
-----

Nature and location of work -----

Name and address of principal employer-----

Wage period Monthly -----

**1. Subs. by G.S.R. 948, dated 12th July, 1978**

| Sr No. | Name of workman | Serial No. in the register of workmen | Designation/<br>nature of work done | No. of days worked | Units of work done | Daily rate of wages/piece rate |
|--------|-----------------|---------------------------------------|-------------------------------------|--------------------|--------------------|--------------------------------|
| 1      | 2               | 3                                     | 4                                   | 5                  | 6                  | 7                              |
|        |                 |                                       |                                     |                    |                    |                                |

**Amount of wages earned**

| Basic wages | Dearness allowance | Over-time | Other cash payments(nature of payment to be indicated) | Total | Deduction If any (Indicate nature) | Net amount paid | Signature/ thumb- Impression of workman | Initials of contractor the representative |
|-------------|--------------------|-----------|--------------------------------------------------------|-------|------------------------------------|-----------------|-----------------------------------------|-------------------------------------------|
| 8           | 9                  | 10        | 11                                                     | 12    | 13                                 | 14              | 15                                      | 16                                        |
|             |                    |           |                                                        |       |                                    |                 |                                         |                                           |