OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : CGI 2438 P17

HIRING THE SERVICES OF ONE(1) NO. OF UNSKILLED LISTED WCL OFFICE ASSISTANCE CUM PEON REQUIRED TO EXECUTE VARIOUS JOBS OF CONTRACT SECTION SUCH AS FILINGS, HANDLING PAPERS, DISTRIBUTION PAPERS ETC. AT CONTRACT SECTION, PHQ,GUWAHATI,ASSAM FOR A PERIOD OF 3(THREE)YEARS EXTENDABLE BY ANOTHER ONE YEAR SUBJECT TO SATISFACTORY SERVICE

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Instruction to bidders : Bidders are required to submit their bid through online with their quoted rates as per Section –II in **Price-Bid Format-A** along with all relevant documents as required.

Covering Letter with Salient features

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

FORWARDING LETTER

Sir,

1.0 OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.

2.0 In connection with its operations, OIL invites **Domestic Competitive Bids** under ***Single Stage Single Bid System*** from competent and experienced Contractors for "**HIRING THE SERVICES OF ONE(1) NO. OF UNSKILLED LISTED WCL OFFICE ASSISTANCE CUM PEON REQUIRED TO EXECUTE VARIOUS JOBS OF CONTRACT SECTION SUCH AS FILINGS, HANDLING PAPERS, DISTRIBUTION PAPERS ETC. AT CONTRACT SECTION, PHQ,GUWAHATI,ASSAM FOR A PERIOD OF 3(THREE)YEARS EXTENDABLE BY ANOTHER ONE YEAR SUBJECT TO SATISFACTORY SERVICE"** through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	Invitation For Bid (IFB) No.	:	**CGI 2438P17**
(ii)	Type of IFB	:	**Single Stage Single Bid System**
(iii)	Pre-Bid Conference Date	:	Not Applicable
(iv)	Venue of Pre-Bid Conference	:	Not Applicable
(v)	Last Date of Receipt of Pre-Bid Queries	:	Not Applicable
(vi)	Bid Closing Date & Time	:	As per online data
(vii)	Technical Bid Opening Date & Time	:	As per online data
(viii)	Priced Bid Opening Date & Time	:	***Same as technical bid opening date & time***
(ix)	Bid Submission Mode	:	Bid should be uploaded in OIL's E-Procurement portal
(x)	Bid Opening Place	:	Office of the Chief Manager-Contracts

		Oil India Limited, Pipeline Head Quarter Guwahati-781171, Assam, India
(xi) Bid Validity	:	**90 days** from date of Closing of bid
(xii) Mobilization Time	:	**7(Seven) days** from the date of issue of Work order by OIL
(xiii) Bid Security Amount	:	**Rs. 4,100.00**
(xiv) Bid Security Validity	:	**120 days** from date of closing of bid
(xv) Amount of Performance Guarantee	:	**7.5 % of the total contract value for 1 (One) year**
(xvi) Retention Money	:	**Not applicable**
(xvi) Validity of Performance Security	:	Up to **3 months** from date of completion of contract
(xvii) Duration of the Contract	:	**3(Three) years**
(xviii) Bids to be addressed to:	:	CHIEF MANNAGER(CONTRACTS) OIL INDIA LIMITED PIPELINE HEAD QUARTER GUWAHATI-781171, ASSAM, INDIA

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

The Integrity Pact, duly filled up, t must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

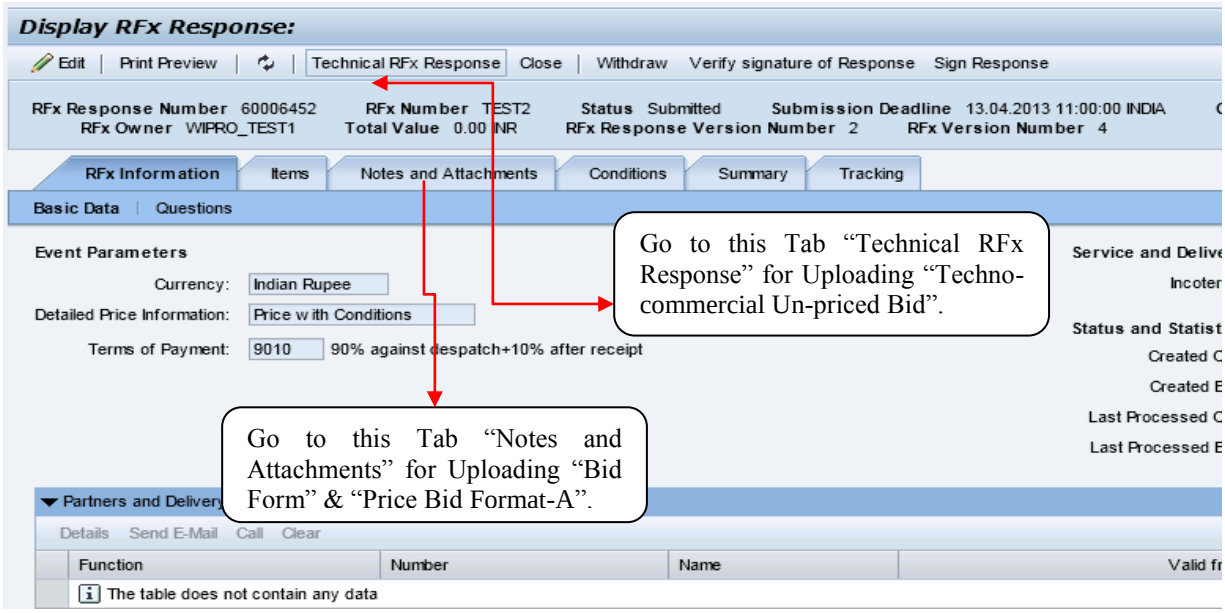
4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Bidders must have a valid User ID to access OIL e-Procurement site. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the User ID for accessing the E-procurement tender. The User ID shall be intimated to the eligible bidders through email on receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID on free of charge basis. Bidders who do not have a User ID, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

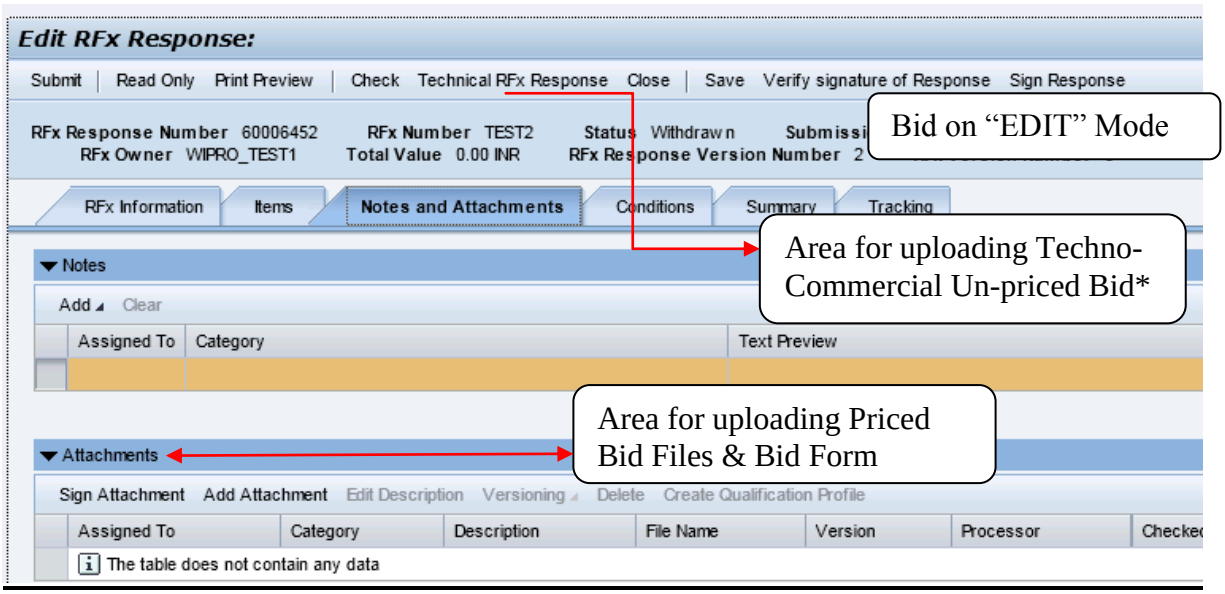
5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

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

7.0 The Prices along with price related conditions should be filled online. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** is uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders.



<u>On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Un-priced Bid" in the place as indicated below:</u>



Notes :

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

** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Atachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and clock on OK to save the File.

8.0 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.

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

12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

PART-I

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 TENDER FEE:

2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs 1,000/-** (Rupees One Thousand) only by Demand Draft/Banker's Cheque/online transaction favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Scheduled Bank. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.1.2 Sealed envelopes containing the Tender Fee shall be marked with the above Tender Number and description of work and addressed to following:

Chief Manager (Contracts)
Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati,
Assam – 781171

Tender fee shall reach the above address one week prior to Bid Closing date during working days (excluding Sundays/Holidays). Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

2.2 EXEMPTION OF TENDER FEE & EMD:

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

(ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.

(iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

(iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.

(v) **Public Sector Undertakings (PSU) , Central Govt. Departments ,** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of **Earnest money deposit (EMD)** for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

2.3 **TRANSFERABILITY OF BID DOCUMENTS**:

2.3.1 *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.*

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

2.4 **DOCUMENT:**

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 Tender No.
ii) Bid closing date and time.
iii) Bid opening date, time and place.
iv) Bid submission place.
v) Bid opening place.

Part -I : Instruction to Bidders

Part-II : Bid Rejection/Evaluation Criteria

Section - I : General terms and Condition of the Contract

Section - II : Schedule of Quantities, Service/work and Rates

Section - III : Safety Measures

Section – IV : Integrity Pact

Proforma - A : Price Bid Format

Proforma - B : Bid Form

Proforma - C : Bank Guarantee format for Bid Security Deposit

Proforma - D : Bank Guarantee format for Performance Security Deposit

Proforma - E : Draft Agreement Copy

Proforma	**- F**	:	Statement of Compliance/Non-Compliance
Proforma	**- G**	:	Letter of Authority
Proforma	**- H**	:	List of enlisted worker

2.5 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. 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 AMENDMENT OF BIDDING DOCUMENTS:

3.1 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.

3.2 ***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 C-folder under the tab "Amendments to 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 [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.***

4.0 PREPARATION OF BIDS

4.1 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.

4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

5.1 Bids are invited under **Single Stage Single Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on_____" The outer cover of the sealed envelope should duly

bear the tender number and date of closing/opening prominently underlined, along with the address as under

Chief Manager (contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

5.2 **Envelope**:

i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. ***A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid documents.***

ii) Any other document required to be submitted in original as per tender requirement.

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

5.3 **E- FORM FOR ONLINE SUBMISSION:**

5.3.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.

ii) Complete technical details of the services and equipment specifications with catalogue, etc

iii) Documentary evidence established in accordance with clause 9.0 of this section.

iv) Copy of Bid Security furnished in accordance with clause 10.0 of this section.

vi) ***Copy of signed Bid document without indicating prices.***

5.3.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

(i) Price-Bid Format as per **Proforma-A**
(ii) Bid Form as per **Proforma -B**

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

NOTE:

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID** & **COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

6.0 BID FORM:

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

7.0 BID PRICE:

7.1 ***Unit prices must be quoted by the bidders both in words and in figures.***

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

7.3 All duties and taxes including VAT, Contract Tax, Corporate income Taxes and other levies payable **excluding Service tax**, by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

8.1 Bid currency and payment shall be INR.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

10.0 SIGNING OF BID:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in **Para 5.2(ii) above.**

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

10.2 ***The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.***

10.3 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.

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

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

11.0 BID SECURITY:

11.1 Pursuant to clause 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs.4,100.00 (Rupees Four Thousand One Hundred only)**

11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.

11.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

(a) A Bank Guarantee in the prescribed format vides **Proforma-C** or in another form acceptable to the Company issued by any Scheduled Bank in India.

The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Guwahati, Assam.

11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

11.7 The Bid Security may be forfeited:

a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)

or

b) If a successful Bidder fails:

i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**

ii) to furnish the Performance Security.

11.8 ***In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.***

11.9 ***Central Govt. offices , Micro & small Enterprises (MSME), Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme and Central Public Sector undertakings are exempted from submitting Bid Security.***

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

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

13.0 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

14.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

16.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the uploading in the e-tendering system.

17.4 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 by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

18.0 PRE-BID CONFERENCE/ MEETING:

No Pre bid Meeting is envisaged for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited 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.

20.0 OPENING AND EVALUATION OF BID:

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

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

20.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

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

20.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

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

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

21.0 OPENING OF COMMERCIAL/ PRICE BIDS:

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

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

21.3 ***Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected***

accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.

22.0 EVALUATION AND COMPARISON OF BIDS:

22.1 The Company will evaluate and compare the bids as per **Section-II** of the bidding documents.

22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

22.3 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.

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

24.0 AWARD OF CONTRACT

AWARD CRITERIA:

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

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

26.0 NOTIFICATION OF AWARD:

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

26.2 ***The notification of award will constitute the formation of the Contract.***

26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

27.0 SIGNING OF CONTRACT:

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

28.0 PERFORMANCE SECURITY

28.1 Successful bidder shall be required to furnish an amount equivalent to **7.5%** of the estimated total contract value for 1 (One) year as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –D.**

28.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

28.3 The performance security as specified above must be valid for **3 months** (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.

28.4 Failure of the successful Bidder to comply with the requirements of clause **25.1 and /or 25.4** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

29.0 INTEGRITY PACT(APPLICABLE FOR THIS TENDER)

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

29.2 OIL has appointed **SHRI SATYANANDA MISHRA, IAS(Retd.)Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India ,e-Mail ID : satyanandamishra@hotmail.com** as Independent Monitors (IEM) ~~for a period of 3(three) years~~ to oversee implementation of Integrity Pact in OIL. Bidders may contact

the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. **SHRI SATYANANDA MISHRA, IAS(Retd.)Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India**
e-Mail ID : satyanandamishra@hotmail.com

30.0 COST OF BIDDING:

30.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

30.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

31.0 GENERAL:

31.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

31.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

31.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

32.0 SPECIFICATIONS:

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

33.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

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

33.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

33.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

33.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

33.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

33.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

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PART – II

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

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

[A] Financial capability: Bidders must have

(a) Annual financial turnover as per Audited Annual Reports in **any of preceding three financial years** preceding scheduled bid opening date should be at least **Rs1,20,300.00**

FOR CONSORTIUM :

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

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

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

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth

OR

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

(d) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though **FRN (Firm Registration Number)**

[B] Experience: Bidders must have;

Experience of having successfully completed similar works (**Similar works mean: supply of manpower) with PSUs/Central Govt./ State Govt.** Organization during last 7 years ending last day of month previous to the one in which applications are invited should be of the following :

i) One similar completed work costing not less than **Rs. 2,00,500.00**

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

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

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

i. Firm price
ii. EMD / Bid Bond
iii. Scope of work
iv. Specifications
v. Price Schedule
vi. Delivery / Completion Schedule
vii. Period of Validity of Bid
viii. Liquidated Damages
ix. Performance Bank Guarantee / Security deposit
x. Guarantee of material / work
xi. Arbitration / Resolution of Dispute
xii. Force Majeure
xiii. Applicable Laws
xiv. Integrity Pact, if applicable
xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

D) **The Bidder must have a business office establishment for a least one year within 50 Km radius of the area of operation where the services need to be provided. Documentary evidence must be provided in the form of Municipality trade license or other such documents as per the following which satisfies as a proof of having the office establishment.**

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

Note: All documents relating to above clause No. (A),(B) and (D) must be submitted along with techno-commercial bid. These documents shall have to be produce by the bidder as and when asked for:

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

1.3 Relaxation for OIL's existing contractors :

In case of contractors who are providing similar services of listed/unlisted labours to OIL (Pipeline Department at PHQ or Pump Stations) for at least six months in the last three years as on Bid Closing date (BCD) will be exempted from submission of

documents under clauses of Financial and Experience criteria of BRC conditions. However, they will have to provide the following documentary evidence:

i) Copy of OIL's Work Order or
ii)Copy of OIL's Contract copy.

Simply mentioning of OIL Contract Number or Work Order Number without the copy will not be acceptable.

2.0 **Other** Information /Documents: Bidders must furnish the following information with relevant documents wherever **necessary:**

a) Tax Exemption Certificate, if any, if /applicable.

b) PAN no.(photocopy of the PAN card required).

c) Service Tax registration No.

d) VAT registration no. , if applicable.

e) Bank account No. with name of Bank, Type of account, Bank address.

f) P.F. Account No. / Code.

g) ESI Account no.

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

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

3.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of commission rates (%, percentage) quoted by the bidders.

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

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

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SECTION - I

GENERAL TERMS AND CONDITIONS

1.0 Services of the WCL(listed) and WCL (Unlisted)shall be Eight (08) hours from Monday to Friday and Four (04) hours on Saturday per day per person.

2.0 The persons engaged, shall normally attend duty from 7.00 a.m. to 4.30 p.m. with 1 (One) hour and 30 (Thirty) minutes lunch break, in all working days from Monday to Friday and from 7.00 a.m. to 11.00 a.m. only on Saturday. Also, depending on urgency of work, the WCL may have to work overtime beyond normal 8 hours duty.

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

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

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

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

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

8.0 **OBLIGATION OF CONTRACTOR :**

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

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

8.3 The contractor under this agreement shall be for the area of PS-1. The services may however be extended to other areas of company's activities as determined by the company from time to time at the same rates, terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.22 ***Each labour engaged under this Contract shall have adequate Insurance Coverage under Workmen Compensation Act 1923 for the entire duration of the contract. The***

amount of coverage and premium thereof will be intimated by the Company's Authorised Personal. The premium amount will be reimbursed by the Company (OIL) on producing documentary evidence and such reimbursement shall be made without any service commission on the reimbursed amount.

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

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

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

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

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

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

10.0 **PENALTY:**

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

11.0 **TERMINATION:**

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

11.2 The company reserves the right to terminate this agreement any time with 7 (seven) days notice for contractor's failure to provide full time supervisors any day in a month during continuance of the Agreement. Supervisors must report to the in-charge of the services

of the company daily in the morning at 07:00 hrs on all working days for necessary instruction, if any.

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

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

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

12.0 **DURATION OF THE CONTRACT**:

The duration of the contract will be for a period of 3(three) years.

13.0 **PERFORMANCE SECURITY DEPOSIT:**

13.1 Contractor shall be required to furnish an amount equivalent to **7.5%** of the contract value for 1 (One) year as Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –D.**

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

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

13.4 The Performance Security will not accrue any interest.

14.0 **PAYMENT TERMS:**

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

14.2 Wages should be paid regularly in presence of authorized representative of company within 7th of following month by the contractor to the service personnel directly without the intervention of any middleman and that the contractor should ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of the service personnel. In case the company receives any complaint from the service personnel deployed by the contractor the company shall be at liberty to take any action as deemed fit.

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

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

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

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

15.0 **FORCE MAJUERE:**

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

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

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

16.0 **SETTLEMENT OF DISPUTES :**

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

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

16.3 The venue of Arbitration will be at **PHQ, Guwahati.**

17.0 **AMENDMENTS:**

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

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

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

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

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

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

18.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

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

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

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

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

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

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

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

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

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

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

18.16 Records of daily attendance, accident report etc. are to be maintained in applicable form (as per Factory / Mines rules 1955) by the contractor. Also this is entirely the contractor's responsibility to maintain all registers as per statutory norms.

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

18.18 A contractor's personnel must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of safety, health and welfare of the personnel or any other person.

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

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

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

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

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

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

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

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

a) **Rs. 847.58 per** day to Listed skilled WCL service category.
b) **Rs. 592.07 per** day to Listed unskilled WCL service category.
c) **Rs. 42.92** per hour ordinary over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
d) **Rs. 87.06** per hour Holiday over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
e) **Rs. 174.12** per hour Double over time for working beyond 8 hrs normal working hrs for Listed skilled WCL service category.
f) **Rs. 42.92** per hour ordinary over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.
g) **Rs. 61.56** per hour holiday over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.

h) **Rs. 123.12** per hour double over time for working beyond 8 hrs normal working hrs for Listed unskilled labour.

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

i) **Total Service Commission to the contractor will be calculated based on the quoted service commission in % (percentage) on the above rates.**

ii) These **listed** WCLs are also entitled for enhanced rate as and when revised by Company and as advise by the department and should be disbursed accordingly. Such enhancement will be reimbursed by OIL.

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

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

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

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

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

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

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

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

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

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

WAGES AND OTHER BENEFIT TO WCL(Unlisted): (NOT APPLICABLE FOR THIS TENDER)

The **WCL(unlisted)** are being engaged shall be entitled to the minimum wages and benefits engaged in different scheduled employment applicable in the Central Sphere (Guwahati):

A) **Wages: To be paid as per the following rates:**

1) For WCL(unlisted) Unskilled Category :

a) Daily wages : Rs. 317.00
b) Per hour OT for unskilled labour: Rs.39.63

2) For WCL(unlisted) Skilled Category :

a) Daily wages : Rs. 417.00
c) Per hour OT for unskilled labour: Rs.52.13

B) Following Benefits to be provided to WCL are as under:

i) **Employees' Provident Fund (EPF) :**

Provident Fund: Contractor will directly discharge the responsibility for deduction of Provident Fund amount from the wages of contract workers and depositing the same with the PF authorities in his own PF Code.

ii) National / Festival Holidays :

Three (3) national holidays (if not on Sunday), Plus one Day for Bohug Bihu, One day for Durga Puja and One day for Dipawali

ii) Overtime :

Overtime wages shall be paid as per rules whenever they are engaged to work beyond 08(eight) hours a day from Monday to Friday and 04 (Four) hours a day for Saturday only.

iii) The contractor should have to ensure payment of wages to the listed WCL(unlisted) by contractors within 7^{th} day of every month.

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

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

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

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

23.0 Daily wages will be based Eight (08) hours from Monday to Friday and Four (04) hours on Saturday per day per person.

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

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

26.0 **SET OFF CLAUSE:**

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

27.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

28.0 <u>INDEMNITY CLAUSE</u>

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

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

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

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

30.0 ***The Bidder must have a business office establishment for atleast one year within a radial distance of about 50 KM of the area of operation where the services need to be provided.*** **<u>The details Office Establishment of the Bidder / Contractor is given as under:</u>**

Full Postal Address : _____

_____

_____

_____Pin Code :_____

Name of Contact Person : _____

Phone No. of Contact Person : _____

<u>********</u>**

SECTION – II

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

Sl. No.	Description of work / service	Quantity	Unit/No.	Unit Rate (Rs)	Total (Rs)
1	Payment of wages of unskilled WCL (listed)-CAT II	1096	MANDAYS	592.07	**Bidders not to Quote against this Item**
2	Single overtime (OOT) for Unskilled WCL (listed)-CAT-II	1440	HOUR	42.92	**Bidders not to Quote against this Item**
3	Holiday overtime (HOT) for Unskilled WCL (listed)-CAT-II	81	HOUR	61.56	**Bidders not to Quote against this Item**
4	Double overtime (DOT) for Unskilled WCL (listed)-CAT-II	1080	HOUR	123.12	**Bidders not to Quote against this Item**
5	Contractor's Service Commission **(5% to 10%)** for item 1 to 4	%			Only quote in %

NOTE : 1 The bidders must quote the profit, establishment and handling element in percentage terms on total value of mandays and OT values only as indicated, where the lower ceiling of the same will be fixed a **5% (Five Percent) and the upper ceiling will be fixed as 10% (Ten Percent).** The percentage value up to two decimal point will be considered. The bidder quoting below **5% and above 10%** will be summarily rejected.

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

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SECION III

SPECIAL TERMS & CONDITIONS

For execution of the required service, the Unskilled Listed WCL to be deployed will be identified by OIL and no labour other than the identified labour will be allowed to be engaged by the contractor under listed category. The identified labour Unskilled Listed WCL against this job is:

(1) Shri Dhiren Barman - Unskilled Listed (CAT-II)

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SECTION – IV

SAFETY MEASURES & COMPLIANCE FORMAT

To
GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : CGI 2438P17

SUB: HIRING THE SERVICES OF ONE(1) NO. OF UNSKILLED LISTED WCL OFFICE ASSISTANCE CUM PEON REQUIRED TO EXECUTE VARIOUS JOBS OF CONTRACT SECTION SUCH AS FILINGS, HANDLING PAPERS, DISTRIBUTION PAPERS ETC. AT CONTRACT SECTION, PHQ,GUWAHATI,ASSAM FOR A PERIOD OF 3(THREE)YEARS EXTENDABLE BY ANOTHER ONE YEAR SUBJECT TO SATISFACTORY SERVICE

Sir,

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

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

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

i) _____
ii) _____
iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

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

(Seal)

Yours Faithfully

M/s_____

Dated_____ For & On Behalf Of Contractor

****

SECTION-V

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. _____. 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:

1.0 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) 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.

b) 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.

c) The Principal will exclude from the process all known prejudiced persons. (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

SECTION 2 - COMMITMENTS OF THE BIDDER/CONTRACTOR:

1.0 The Bidder / Contractor commit 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.

a) 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.

b) 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.

c) 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.

d) 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 have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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.

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS /CONTRACTOR/ SUBCONTRACTORS:

1. The Bidder / Contractor undertakes to demand form 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.

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 intensions.

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For the Principal for the Bidder / Contractor

Place. Guwahati Witness 1: .....

Date. . . Witness 2: .....

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PROFORMA-A

PRICE BID FORMAT

As per Section –II of the tender document and shall be quoted on line Format.

****

PROFORMA-B

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____(Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within ( ) days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20_.

Signature

_____
(In the capacity of)

****

PROFORMA-C

FORM OF BID SECURITY (BANK GUARANTEE)

To
M/s. OIL INDIA LIMITED,
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated_____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ 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 (*) for which payment will 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 _____ 20___.

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 / fax/cable), 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.

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 day**s after the end of the validity period of the Bid.

****

PROFORMA -D

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(**CHIEF MANAGER -CONTRACTS**)
Kamrup, Guwahati Assam, India, Pin – 781 171

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

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

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

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

This guarantee is valid until the date _____ (calculated at **3** months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date ..... _____

Place _____

****

PROFORMA - E

DRAFT AGREEMENT COPY
(To be executed by the successful Bidder)

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

BETWEEN

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

AND

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

WHEREAS

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for "hiring the services of like _____ and has issued an enquiry under reference No…….. dated ……., containing the Schedule of Works, Terms and Conditions,

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

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated_____), issued the "Letter of Award" under reference _____ dated_____.

Whereas, the Contractor has accepted Company's Letter of Award vide their letter _____

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

i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:

(a) The Tender Document No……dated ……, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

(b) The Bid submitted by the Contractor in response to the Tender enquiry,

(c) The contractor's letter dated ……. (after price negotiation) if any .

(d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.

(e) **Section-I, II, III** hereto.

iii) The rates payable for the job will be as indicated in **Section-II**

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

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

Signed and Delivered for and On behalf of Company	Signed and Delivered for and on behalf of Contractor
(Oil India Limited)	( )
IN PRESENCE OF TWO WITNESSES :	IN PRESENCE OF TWO WITNESSES
1. 2.	1. 2.

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PROFORMA -F

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

_____

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

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PROFORMA -G

PROFORMA LETTER OF AUTHORITY

To
Chief Manager (Contract)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No: CGI 2438P17**

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____
Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

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