



**OIL INDIA LIMITED**

**BID DOCUMENT**

**Tender NO. : CGI 6156 P18**

**PROVIDING UPKEEPMENT AND  
MAINTENANCE SERVICES AT PS6 AND  
RS10 FOR A PERIOD OF 4(FOUR) YEARS**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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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** along with all relevant documents as required.

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**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, Pipeline Department of OIL invites Domestic Competitive Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site for **“PROVIDING UPKEEPMENT AND MAINTENANCE SERVICES AT PS6 AND RS10 FOR A PERIOD OF 4(FOUR) YEARS”**.

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 <https://etender.srm.oilindia.in/irj/portal>.

For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- |        |   |   |   |
|--------|---|---|---|
| (i)    | IFB No.                                 | : | <b><u>CGI 6156 P18</u></b>  |
| (ii)   | Type of IFB                             | : | <b><u>Single Stage-Single Bid System</u></b>  |
| (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)  | Bid Opening Date & Time                 | : | As per online data  |
| (viii) | Priced Bid Opening Date                 | : | To be intimated separately to all technically qualified bidder.   |
| (ix)   | Bid Submission Mode                     | : | Bid should be uploaded in OIL’s E-Procurement portal  |
| (x)    | Bid Opening Plac                        | : | Office of the Deputy General Manager-Contracts<br>Oil India Limited, Pipeline Head Quarter<br>Guwahati-781171, Assam, India |

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- (xi) Bid Validity : **90 days** from date of Closing of bid
- (xii) Mobilisation Time : Within **7(seven ) days** from the date of issue of LOA by OIL
- (xiii) Bid Security Amount : **Rs.37,300.00**
- (xiv) Bid Security Validity : **120 days** from date of closing of bid
- (xv) Amount of Performance Guarantee : **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)**
- (xvi) Amount of Retention Money : **5 %is to be recovered from running account bill**
- (xvii) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xviii) Duration of the Contract : **FOUR YEARS**
- (xix) Quantum of Liquidated Damage: : 1/2% of total contract cost for Default in Timely Mobilisation and/or default in timely completion of work for delay per week or part thereof subject to maximum of 7.5%.
- (xx) Bids to be addressed to : DEPUTY GENERAL MANAGER(CONTRACTS)  
OIL INDIA LIMITED  
PIPELINE HEAD QUARTER  
GUWAHATI-781171, ASSAM, INDIA

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

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section – V” 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.

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

All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system . Please refer “Guideline to Bidder for participating in OIL”.**

- 5.0 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 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the “ ” area. No price should be given in above , otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”

Notes and Attachments
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→ Only Price Details Should Be Uploaded

Technical attachments
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→ All technical bid documents except price details

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

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



**Oil India Limited e-Procurement**

User ID \*

Password \*

Login Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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

### **Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 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.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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

Deputy General Manager (Contracts)  
for Chief General Manager ( PLS)

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**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 Online transaction. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.
- 2.1.2 Tender fee shall be paid one week prior to Bid Closing date. Bidder will not be allowed to pay Tender fee after the last date of received of tender fee as mentioned in online data and shall not be allowed to participate in the bidding process.

**2.2 EXEMPTION OF TENDER FEE:**

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

**2.3 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

**2.4 DOCUMENT:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



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 Conditions of the contract

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

**Section-III** : Special Condition of the Contract

**Section-IV** : ~~Terms of Reference~~

**Section-V** : Schedule of Company's Materials, Plants & Equipments

**Section-VI** : Safety Measures & Compliance Format

**Section-VII** : Integrity Pact –Not applicable

- 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** : Agreement Form
- Proforma - F** : Statement of Compliance/Non-Compliance
- Proforma - G** : Not Applicable
- Proforma - H** : Letter of Authority
- Proforma - I** : Undertaking
- Proforma - J** : Certificate of Annual Turnover & Net worth
- Proforma - I** : Vendor Payment Details

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 **All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be**

Company: \_\_\_\_\_

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issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

#### **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

Deputy General 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 Deputy General 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 like Integrity Pact, if any, 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:

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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.
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- 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 Deputy General 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 by the successful bidder under the Contract for which this Bidding

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

Document is being issued, , but **excluding GST** 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 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.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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.37,300.00 ( Rupees Thirty Seven Thousand Three 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 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) By online transaction
- 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:

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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 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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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:**

**Not Applicable 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, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion.**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**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 Qualified 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. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will adopted for evaluation.*

#### **22.0 EVALUATION AND COMPARISON OF BIDS:**

- 22.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



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:**

- 24.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 24.2 *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.*
- 24.3 *Company at its own discretion may split the work among two or more bidders. Company's decision in this regard is final and binding to all bidders.*

### **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:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 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 **2.5 %** of the annualized contract value 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 **three** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –D.**
- 28.2 The performance security 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 **In addition to Performance Security Deposit, a retention money equivalent to 5% of each running account bill shall be deducted till final completion of the work.**
- 28.4 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.
- 28.5 Failure of the successful Bidder to comply with the requirements of clause **28.1 and /or 28.4** 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.
- 28.6 The amount of retention money shall be released after expiry of Contractor's performance obligation under this contract.
- 28.7 The work shall have to be started within **7(seven) days** from the date of issue of work order.
- 28.8 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 28.9 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**29.0 DISCOUNTS / REBATES:**

- 29.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.
- 29.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

**30.0 BACKING OUT BY BIDDER:**

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

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

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

**32.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

- 32.1 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.

**33.0 RESPONSIVENESS OF THE BIDS:**

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

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

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **SECTION -VII** of the Bid Document. Each page of this Integrity Pact proforma, duly filled up, has been duly signed (digital) by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed (digital) the Bid i.e. who is duly authorized to sign the Bid. All

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

pages of the Integrity Pact to be signed by the bidder's authorized signatory who sign the Bid.

**35.0 COST OF BIDDING:**

- 35.1 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.
- 35.2 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.

**36.0 SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

**37.0 GENERAL:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 37.1 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.
- 37.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 37.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

### **38.0 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.

- 39.0** 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.

- 39.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
- 39.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
- 39.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
- 39.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.
- 39.5 **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 of **GST** ~~and Central Excise~~ Registration Certificate.
- 39.6 **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

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of **GST** and ~~Central Excise~~ Registration Certificate.

- 39.7 **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 of **GST** and ~~Central Excise~~ Registration Certificate.

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**PART – II****BID REJECTION / EVALUATION CRITERIA:****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.

**1.1 BID REJECTION CRITERIA (BRC)**

[A] Financial capability: Bidders must have

1. (a) Annual financial turnover as per Audited Annual Reports Reports in any of preceding three (3) financial years preceding scheduled bid opening date should be at least **Rs.1,39,600.00**

**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

1. For Proof of Annual Turnover & Net Worth any of the following documents /photocopy must be furnished:

- A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover, Net worth and nature of business.

OR

- Audited Balance Sheet and Profit & Loss account.

In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

[B] Experience:Bidders must have:

Experience of having successfully completed similar works (**Similar Works means:- “Similar work means “Providing upkeepment & maintenance services”) with PSUs/Central Govt./ State Govt. Organizations**) in previous 7 years to be reckoned from the original bid closing date should be of the following :

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

i)One similar completed work costing not less than **Rs. 2,32,600.00** .

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

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

c) 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.

[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.

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

#### 1.4 COMMERCIAL:

1.4.1 Bidder shall submit the offer under "Single Stage" Single Bid System". Technical bid" and the "Price Bid".

1.4.2 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. Any bid not accompanied by a proper bid security will be rejected. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



1.4.3 The Technical Bid should not have any price indication.

1.4.4 Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. Any bid for which bid security is not received before due Date of Bid Closing will be rejected.

1.4.5 Validity of the bid shall be minimum 90 days. Bids with lesser validity will be rejected.

1.4.6 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.4.7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

1.4.8 Any bid containing false statement will be rejected.

1.4.9 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

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

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

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

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

1.4.14 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

1.4.15 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Technical Bid.

- a) Performance Security Clause
- b) Force Majeure Clause
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.
- i) With holding clause.
- j) Liability clause.
- k) Set off clause

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**2. BID EVALUATION CRITERIA (BEC) :**

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

2.2 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.

**2.3 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**

2.4 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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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**SECTION-I****GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS**

1.1 In the contract, the following terms shall be interpreted as indicated:

- a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations.
- c) "Work" means each and every activity required for the successful performance the services described in **Section-II**.
- d) "Company" or "OIL" means Oil India Limited.
- e) "Contractor" means the individual or firm or Body incorporated performing the Consultancy study under the Contract.
- f) "Contractor's Personnel" mean the personnel to be provided by Contractor to provide services as per contract.
- g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

**2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME OF CONTRACT**

2.1 The contract shall become effective as of the date notified Contractor in writing through Letter of Award (LOA). This date shall be treated as the effective date of commencement of the contract.

**2.2 MOBILISATION TIME:**

The mobilization of equipment, personnel etc. should be completed by Contractor within **7(seven) days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

**2.3 DATE OF COMMENCEMENT OF CONTRACT:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

The date of **Commencement of Contract** will be as notified by Company by issuing Work Order after Signing the Contract.

**2.4 DURATION OF CONTRACT:**

*The completion time of Contract is 4 (four ) years from the commencement date which includes mobilization time. If the job is not completed within 4 (four ) years, the company shall have the option to extend the contract with same rates, terms & conditions.*

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

Contractor shall, in accordance with and subject to the terms and conditions of this Contract.

- 3.1 Perform the work in most economic and cost effective way.
- 3.2 Except as otherwise provided ~~in the Terms of Reference and~~ in the special Conditions of the contract, provide all personnel as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as within the warranty period company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**4.0 GENERAL OBLIGATIONS OF THE COMPANY:**

Company shall, in accordance with and subject to the terms and conditions of this Contract.

- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

**5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

#### **6.0 WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the execution of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

#### **7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned ( in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

#### **8.0 TAXES:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under the contract will be on contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 8.3 The contractor shall furnish to the company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No objection Certificate" for releasing payments to the contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 8.8 ***All local taxes, levies and duties, ~~sales tax, octroi~~, customs duty, ~~VAT~~ etc. on purchases and sales made by contractor shall be borne by the contractor.***
- 8.9 **GST:**
- Contract price is exclusive of applicable GST.*
- 8.10 **CUSTOMS DUTY ON EQUIPMENT:**
- i) ***Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.***
- ii) ***The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.***
- 8.11 **CUSTOMS DUTY:**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.

**8.12 IMPORT LICENSE:**

The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of India. Import licence shall not be provided by Company.

**9.0 INSURANCE:**

- 9.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

#### **10.0 CHANGES:**

- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section- IV). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with **Clause 13.00** hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

#### **11.0 FORCE MAJEURE:**

- 11.1 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.
- 11.2 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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 11.3 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.

## **12.0 TERMINATION:**

### **12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, there of.

### **12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 11.0 above.

### **12.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

### **12.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

### **12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause **from 4.1 to 4.6** and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

**12.8 CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

- 12.9 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

**13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

**13.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :**

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

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

Claim amount (excluding claim for interest and	Number of Arbitrator	Appointing Authority
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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

counter claim, if any)		
UptoRs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 (Three) Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

- c. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

- h. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for

travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

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

The venue of all arbitrations under both 13.1 & 13.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

- 14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

**For contractual matters**

Deputy General Manager (Contracts)

**For Technical matters**

GM(PL-OPS),

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

OIL INDIA LIMITED  
 PO: Udayan Vihar  
 Assam-781171, India  
 Fax No. 91-0361-2643686

OIL INDIA LIMITED  
 PO: Udayan Vihar  
 Assam-786602, India

Contractor

\_\_\_\_\_  
 \_\_\_\_\_  
 Fax No. :  
 Email:

- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **15.0 SUBCONTRACTING:**

- 15.1 **Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.**

### **16.0 MISCELLANEOUS PROVISIONS:**

- 16.1 a) Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- b) Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.2 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workman like condition to the satisfaction of the Company and conform to ISO 14001.
- 16.3 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification which will be again subject to approval by the Company.

### **17.0: LIQUIDATED DAMAGE:**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 17.1 *Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period and/or default in timely completion of work within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of the total contract value, per week or part thereof of delay subject to maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.*
- 17.2 *If the Contractor fails to mobilise within 1(One) week after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.*

**18.0 PERFORMANCE SECURITY:**

- 18.1 The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being **10%** of annualized Contract Price) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 18.4 The Performance Security will not accrue any interest

**19.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

- 19.1 Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed HDD Contractors to major international oil companies in the petroleum industry.

**20.0 LABOUR:**

The recruitment of the labour may be met from the areas of operation and wages shall be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

**21.0 LIABILITY:**

- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## **22.0 CONSEQUENTIAL DAMAGE:**

- 22.1 Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

## **23.0 INDEMNITY AGREEMENT:**

- 23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

## **24.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **25.0 PAYMENT & INVOICING PROCEDURE:**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



- 25.1 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 25.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment will be cleared on monthly basis only.
- 25.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 25.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 25.5 Payment of invoices if undisputed shall be made.
- 25.6 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion.
- 25.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 25.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

**26.0 WITH-HOLDING:**

- 26.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :
- a) For non-completion of jobs assigned as per **Section-III.**
  - b) Contractor's indebtedness arising out of execution of this Contract.
  - c) Defective work not remedied by Contractor.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be affected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

## **27.0 APPLICABLE LAW:**

- 27.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Guwahati.
- 27.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- a) The Factory Act, 1948 - as applicable to safety and employment conditions.
  - b) The Minimum Wages Act, 1948.
  - c) ~~The Oil Mines Regulations, 1983.~~
  - d) The Workmen's Compensation Act, 1923.
  - e) The Payment of Wages Act, 1963.
  - f) The Payment of Bonus Act. 1965.
  - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
  - h) The Employees Pension Scheme, 1995.
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
  - k) **The AGST Act**
  - l) **GST Act**
  - m) Customs & Excise Act & Rules
  - n) ~~Assam Entry Tax Act.~~
- 27.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 27.4 Any permission from the Factory Manager in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Factory Act ~~and Oil Mines Regulations~~, the Contractor shall have to obtain any other relevant permission from the Factory Manager to engage their employees in compliance with various procedures as per Factory Act. In case of any breach of procedures under Factory Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 27.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed excepting Rig Manager/Rig Superintendent.
- 27.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:
- i) Approval from Factory Manager for shift patterns in excess of 8 hours (if applicable).
  - ii) Total manpower list.
  - iii) All certificates as per applicable laws including Factory Act.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- v) Regional Labour certificate, if required.

## **28.0 RECORDS, REPORTS AND INSPECTION:**

- 28.1 The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of job execution with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the Hook-up jobs requested by the Company whenever so requested..

## **29.0 SUBSEQUENTLY ENACTED LAWS:**

Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.

## **30.0 ROYALTY AND PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

## **31.0 GOODS AND SERVICES TAX**

### **31.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

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

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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

- 31.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service.** However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 31.4.1** Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in **SOR**.
- 31.5 Where the OIL is entitled to avail the input tax credit of GST:**
- 31.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 31.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 31.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 31.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 31.6.2** The bids will be evaluated based on total price including **GST**.
- 31.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 31.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL.** In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 31.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

- 31.10 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.**
- 31.11** Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 31.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 31.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 31.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 31.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
- 31.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 31.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 31.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd
- 31.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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

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

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

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

- 31.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 31.22** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 31.23** OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 31.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**31.25 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars :

- a) Name, address and GSTIN of the supplier;

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

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

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

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

### **31.26 Anti-profiteering clause**

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

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

### **32.0 WAIVER:**

Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

### **33.0 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

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



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)."

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

SL. NO.	DESCRIPTION OF WORK	QUANTITY (A)	UNIT	RATE PER UNIT (B)		TOTAL AMOUNT (C)=AXB	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)	TOTAL AMOUNT (D) =(C)+GST ON (C)
				FIG	WORD				
1	<b><u>PS6 crude oil upliftment from Tank farm:</u></b> PS6 crude oil upliftment from Tank farm area(OWS) lifting them and carrying in drums, emptying in scrapper trap OWS	384	KL						
2	<b><u>Uplifting crude oil from Repeater station:</u></b> Uplifting crude oil from Repeater station and diesel upliftment in D6 tank in repeater station.	384	KL						
3	<b><u>Plumbing job including repairing of leak:</u></b> Plumbing job including repairing of leaks, fixing/replacement/jointing of fittings, elbows, tees, socket, unions etc	2,400	M						
4	<b><u>Upkeep service/Housekeeping of RS10:</u></b> Upkeepservice/Housekeeping of RS10	19,200	M2						

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

5	<b><u>Carpentry works in Industry, RS9, RS10:</u></b> Carpentry works in Industry, RS9, RS10/ IOCL-BGR Oil terminal & Domestic area	19,200	DM3						
6	<b><u>White washing &amp; Painting works:</u></b> White washing & Painting works	288,499	M2						
Total									

Total Price with GST(**D**) (In words) \_\_\_\_\_

Total Price excluding GST(**C**) (In words) \_\_\_\_\_

Notes:

7

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except **GST** (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document."

3.. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder."

5. Refer GST Clauses(**Clause no. 31 of GCC**).

6. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

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

**Annexure –I**

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

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.** However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.
6. **When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

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

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

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.
8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.
10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**SECTION-III****SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

Terms & Conditions:

01. Bidder should employ experienced persons.

02. Location wise daily deployment of manpower will be under jurisdiction of Pump station No. 6 (Operation). However, location of work may change from time to time as per OIL's requirement. The contractor shall have to provide manpower as per OIL's requirement.

03. Services of contract labours shall be eight(08) Hours per day per person. If situation of job demands overtime, then the WCLs may be required to work overtime beyond normal working hours.

~~04. The wages shall be paid as per the latest RLC revised rates, as per the circular no PL/ER/05-03/17/4394 of 01.04.2017 from Chief Manager(ER) PL.~~

~~05. The contractor should have to ensure payment of wages to the Unlisted WCLs by contractors within 7th day of every month.~~

~~06. Overtime: Overtime shall be paid to the WCLs (Unlisted) as and when they are made to work on overtime. Services may be required on Sundays/holidays on emergency requirement.~~

~~07. Contractor shall obtain Group Insurance Policy for payment of compensation under applicable statutory Workmen Compensation Act covering all the WCLs deployed under the contract. The premium will be reimbursed to the Contractor by the company on production of documentary evidence.~~

~~08. 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. The contractor should also submit the documentary evidence of PF deposit done on behalf of the workers to Oil for claiming the bills every month.~~

~~09. Contractor shall ensure that the applicable wages are disbursed to Unlisted WCLs and documentary evidence in the form of statutory payment of wages sheet should be submitted to Head of controlling deptt. within 15th of each month.~~

10. 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.

11. In case of leave contractor shall engage experienced person only as reliever when needed.

12. Contractor should provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement, like safety boot, safety helmet etc. to the labours engaged by them on yearly or as & when required basis.

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

13. The Contractor should comply the following HSE Points during his service period. The following points have been compiled keeping in view of Assam Factory rule 1950 and other statutory and company requirements.

) It will be solely the Contractors responsibility to fulfill all the legal formalities with respect to the Health ,Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment , the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

b) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OILs installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

c) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

d) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

e) The contractor shall have to report all incidents including near miss to Factory Manager / departmental representative of the concerned department of OIL.

f) 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.

g) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

h) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employees place of work and who may be affected by the employees act or omissions at work.

i) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

j) Contractors arrangements for health and safety management shall be consistent with those for the Factory owner.

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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



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

m) For any HSE matters not specified in the contract document , the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**SECTION-V**

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. Udyan Vihar, Narengi, Guwahati,  
Assam

**Tender No. CGI 6156 P18****SCHEDULE OF COMPANY'S MATERIALS, PLANTS AND EQUIPMENT**

The following Company's materials will be issued to the contractor for use in the execution of works.

(a) Materials : NIL

(b) Plants and equipment: NIL

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**SECTION-VI****SAFETY MEASURES & COMPLIANCE FORMAT**

To  
CHIEF GENERAL MANAGER (PLS)  
OIL INDIA LIMITED  
GUWAHATI

**SUB: SAFETY MEASURES**

**Tender No : CGI 6156 P18**

**Description of work/service: “PROVIDING UPKEEPMENT AND MAINTENANCE SERVICES  
AT PS6 AND RS10 FOR A PERIOD OF 4(FOUR) YEARS”**

**Sir,**

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the 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 Factory Act,1948 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.

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

(Seal)

Yours Faithfully

Dated \_\_\_\_\_

M/s \_\_\_\_\_  
For & On Behalf Of Contractor

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\_\_\_\_\_

**PROFORMA-A**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PRICE BID FORMAT**

**As per SOQ (Section-II) and shall be filled up in on line Price Bid Format.**

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**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)

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**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 days after the end of the validity period of the Bid.

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\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PROFORMA-D****FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,  
**(DEPUTY GENERAL MANAGER -CONTRACTS)**  
 Guwahati, Kamrup, 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 \_\_\_\_\_

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 \*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



**PROFORMA-E****AGREEMENT FORM**

This Agreement is made on \_\_\_\_ 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 the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
  - (a) SECTION-I indicating the General Conditions of this Contract;
  - (b) SECTION-II indicating the Schedule of Quantities, service/Work, Rates;
  - (c) SECTION-III indicating the Special Terms & Condition;
  - ~~(d) SECTION IV indicating the Terms of Reference;~~
  - (e) SECTION-V indicating the Schedule of Material, Plants & Equipment;
  - (f) SECTION-VI indicating Safety Measure & Compliance
  - ~~(g) SECTION VII Integrity Pact~~

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Contractor in consideration of the provision 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 the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Guwahati, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

-----  
\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**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 IFB 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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\*\*\*\*\*

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PROFORMA-H****PROFORMA LETTER OF AUTHORITY**

TO  
Deputy General Manager (Contracts)  
Oil India Ltd.,  
P.O. Udayan Vihar - 781171  
Assam, India

Sir,

Sub: **OIL's Tender No:** \_\_\_\_\_

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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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PROFORMA - I**

FORMAT FOR UNDERTAKING  
( COPY TO BE UPLOADED ALONG WITH THE BID  
AND HARD COPY TO BE SUBMITTED ALONG WITH BID SECURITY)

Tender No. **CGI 6156 P18**

(On Non-Judicial Stamp Paper of Rs. 100/-)  
**TO BE NOTARISED**

To  
DEPUTY GENERAL MANAGER (CONTRACTS)  
OIL INDIA LIMITED  
PO: UDYANVIHAR – 781 171  
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF

**Tender No. CGI 6156 P18**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. **CGI 6156 P18** for **“PROVIDING UPKEEPMENT AND MAINTENANCE SERVICES AT PS6 AND RS10 FOR A PERIOD OF 4(FOUR) YEARS”**

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

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

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

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

Authorized Signatory with Seal

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(Bidder)

Place :

Date :

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PROFORMA – J****CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER In INR (Rs.)</b>	<b>NET WORTH In INR (Rs.)</b>

**Place:**

**Date:**

**Seal:**

**Membership Code & Registration No. :**

**Signature**

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

**PPROFORMA- K**

To,  
 Chief General Manager (F&A)-PLS  
 Oil India Limited  
 Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E–Payments vide RTGS/NEFT

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

**(A) BANK DETAILS**

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

**(B) VENDOR DETAILS :**

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

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

Thanking you,

Date:

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

.....  
 .....

Bank Certificate

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

Date:

Place:

Official

\_\_\_\_\_  
 Signature, Code & Stamp of Authorised Bank

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_



**PROFORMA - L****INTEGRITY PACT( NOT APPLICABLE FOR THIS TENDER)**

Between

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

And

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

**Preamble:**

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

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

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

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

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

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

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

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

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time,

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Company: \_\_\_\_\_

Contractor : \_\_\_\_\_

taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

#### **Section:9 -Pact Duration**

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

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

#### **Section:10 -Other provisions**

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

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

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

Witness 1: .....

Witness 2: .....

Place.

Date .

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

Company: \_\_\_\_\_

Contractor : \_\_\_\_\_