



OIL INDIA LIMITED

BID DOCUMENT

TENDER NO. : GCL 2066 P17

HIRING THE SERVICES OF ONE NUMBER
UNLISTED UNSKILLED LABOUR FOR
MISCELLANEOUS JOBS UNDER FINANCE &
ACCOUNTS SECTION, OIL INDIA LIMITED DT:
KAMRUP, GUWAHATI, ASSAM

: INDEX :

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

1.0 Covering Letter with Salient features

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



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

Tender Sl No:

Issued By : _____
(Signature)

Name : _____

Designation: _____

To
M/S _____**TENDER NOTICE NO : GCL 2066 P17**

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

**BID CLOSING DATE:AT GUWAHATI
09-09-2016 TIME:13-30 HRS**

**BID OPENING DATE: At GUWAHATI
09-09-2016 TIME: 14-00 HRS**

TENDER FEE : Rs. 500.00 (Rupees Five Hundred only)

Sir,

Oil India Limited (OIL), a Govt. of India Enterprise, invites bids for **hiring the services of 1 (One) No. unlisted unskilled labour for miscellaneous jobs at Finance & Accounts Section for a period of 2 years.**

- 2.0 Bidders interested to provide the services and interested to participate in the above tender are requested to purchase the bid document available in the office of the **Chief Manager (Contracts), Oil India Limited, Pipeline HQ, Narangi, Guwahati 781171, Assam.** against payment of **500.00 (Rupees Five Hundred only)** only by Demand Draft/Banker's Cheque/Pay-in-slip, favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Nationalised Bank from **09-08-2016** (from 08.00 A.M. to 10.00 A.M.) during working days (excluding Sundays/Holidays). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.
- 3.0 This bid document is not transferable and Bids will be on sale w.e.f **09-08-2016 to 09-09-2016** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid obtained.

Company: _____

Contractor : _____

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

4.0 The procedure to submit the bid is as under :

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

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

5.0 Offers must be addressed to:

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

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

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

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

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

9.0 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated. **Bidders are requested to carefully note the Schedule of Quantity (SOQ), Service/work and Rate (Part-III)** for quoting their rates.

Company: _____

Contractor : _____

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

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

12.0 **SCOPE OF WORK :**

Hiring the services of 1 (One) No. unlisted unskilled labour for miscellaneous jobs under F&A Section, Pipeline Head Quarter at Narangi (Guwahati) Dist. Kamrup in the state of Assam (Labours to be supplied by OIL and is enlisted in Annexure-D).

13.0 **Validity:**

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

14.0 **Bid Security:**

14.1 Bids must be accompanied by bid security for an amount of **Rs. 2,100.00 (Rupees Two Thousand One Hundred only)** and shall be in one of the following forms:

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

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

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

14.4 Bid security will not accrue any interest.

14.5 The bid security will be forfeited:

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

15.0 SIGNING OF AGREEMENT :

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

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

16.2 16.1 Contractor shall be required to furnish an amount equivalent to **7.5% of the estimated total contract value for 1 (One) year as Performance Security Deposit** within two weeks of notification of award of contract and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (Three) more months** beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –C (NOT APPLICABLE FOR THIS TENDER).**

16.3 The Performance Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full. **(NOT APPLICABLE FOR THIS TENDER).**

16.4 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract. **(NOT APPLICABLE FOR THIS TENDER).**

16.5 The Performance Security will not accrue any interest. **(NOT APPLICABLE FOR THIS TENDER).**

17.0 DURATION OF THE CONTRACT:

The duration of the contract will be for a period of **2 (Two) years.**

18.0 RATES:

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

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

20.0 RESPONSIVENESS OF THE BIDS:

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

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

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

1.0 Financial capability: Bidders must have

- (a) Annual financial turnover as per Audited Annual Reports in **any of preceding three financial years (ending 31st March, 2015)** preceding scheduled bid opening date should be at least **Rs. 61900.00**

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.**

2.0 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 and nature of business.

OR

- Audited Balance Sheet and Profit & Loss account.

3.0 Experience: Bidders must have;

Experience of having successfully completed similar works **(similar work mean providing manpower services)** with PSUs/Central Govt./ State Govt. Organization in previous 7(seven) years to be reckoned from original bid closing date should be the following:

- (i) One similar completed work costing not less than **Rs. 1,03,200.00**

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

For proof of experience, the following document/photocopy must be submitted along with the bid:-

a) Certificate issued by any other PSU/Government department for last seven years' experience from the date of opening the bid, showing:-

- i) Gross Value of Job done;
- ii) Nature of job done; and
- iii) Time period covering the financial year(s) as per NIT.

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

4.0 Bidders have to furnish the following:-

- 4.1 NAME OF FIRM
- 4.2 DETAIL POSTAL ADDRESS
- 4.3 TELEPHONE NO.
- 4.4 MOBILE NO.
- 4.5 E-MAIL ID
- 4.6 FAX NO.
- 4.7 CONTACT PERSON
- 4.8 CONTACT PERSON'S CONTACT NO.
- 4.9 TAX EXEMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
- 4.10 CST REGD. NO, if applicable . (Self-Attest copy required)
- 4.11 LOCAL SALE TAX REGD.NO if applicable. (Self-Attest copy required)
- 4.12 PAN NO. (Self-Attest copy required)
- 4.13 VAT REGD.NO, if applicable. (Self-Attest copy required)
- 4.14 BANK ACCOUNT NO.
- 4.15 BANK ACCOUNT TYPE
- 4.16 BANK NAME
- 4.17 BANK ADDRESS
- 4.18 SERVICE TAX REGD. NO (Self-Attest copy required)
- 4.19 P.F.CODE NO. (Self-Attest copy required)

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

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

“Additionally, the names of the areas covering the 50 Km radius may be mentioned”.

6.0 Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications

Company: _____

Contractor : _____

- 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.

7.0 Relaxation for OIL's Existing Contractors:

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

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

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

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

21.0 EVALUATION OF BIDS:

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

BID EVALUATION CRITERIA (BEC) :

- 21.1 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.
- 21.2 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.
- 21.3 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
- 21.4 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.

- 21.5 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 21.6 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 21.7 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.
- 21.8 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 21.9 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 21.10 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.
- 21.11 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.
- 21.12 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.

22.0 EXEMPTION OF TENDER FEE AND EMD:

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

Company: _____

Contractor : _____

- (ii) Public Sector Units (PSU) , Central Govt. Departments are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME) ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- vi) If against an order placed by OIL, successful bidder(s) (other than Micro / Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadiand Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority / engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the successful bidder at the time of submission of invoice/bill

23.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 23.1 ***Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.***
- 23.2 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.
- 23.3 ***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.***
- 23.4 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated. The quoted price shall be the net price inclusive of all taxes/charges/expenses **except Service Tax**. (However taxes, duties, charges etc. considered should also be shown separately).

Company: _____

Contractor : _____

In absence of these details the quoted price shall be considered as net price inclusive of all taxes, duties, charges/expenses for providing the services at the required place/location.

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

24.0 **OTHER INFORMATION/DOCUMENTS:**

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

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

25.0 **LIQUIDATED DAMAGE /PENALTY:**

- 25.1 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the contract.

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

26.0 **SETTLEMENT OF DISPUTES:**

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

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

Company: _____

Contractor : _____

PART - I**SPECIAL INSTRUCTION TO BIDDERS**

- 1.0 No bidder shall withdraw the bid after its public opening. Any such withdrawal will make the bidder liable to forfeit his/her/their Security deposit in full and debarred from further bidding at the sole discretion of the company and the period of debarment will not be less than 6 (six) months. Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 2.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 3.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 4.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
 - 4.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
 - 4.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
 - 4.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
 - 4.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
 - 4.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
 - 4.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating

Company: _____

Contractor : _____

therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

5.0 **BACKING OUT BY BIDDER :**

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

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

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

7.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT :**

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

PART-II**GENERAL TERMS AND CONDITIONS**

- 1.0 Services of the Work Contract Labours (WCL) shall be eight (08) hours per day per person
- 2.0 The persons engaged, shall normally attend duty from 7.00 a.m. to 4.30 p.m. with 1(One) hour 30 (Thirty) minutes lunch break, in all working days including Saturdays. Also, depending on urgency of work, the Works Contract Labour may have to work overtime beyond normal 8 hours duty.
- 3.0 Depending on operational requirement, work may have to be carried out on all days of the year including Sundays and declared Holidays.
- 4.0 **For execution of the required service, the labours to be deployed will be identified by OIL and no labour other than the identified labour will be allowed to be engaged by the contractor. Category wise list of identified labour is given in Annexure - D.**
- 5.0 Location of work may change from time to time as per OIL's requirement.
- 6.0 There is no right to claim by the contractor for Oil India Limited's permanent jobs to his personnel nor his/her next of kin after his/her death even if death during working hours.
- 7.0 The contractor should have no claim against the company in respect of service which may be withdrawn at any stage and the contractor should be paid only for the duration of the service actually rendered shift wise strictly as per service charges. In case of absorption by OIL or demise of any service personnel the agreement will stand reduced to the balance numbers of service personnel only.
- 8.0 **OBLIGATION OF CONTRACTOR :**
- 8.1 The Contractor must obtain **'Entry Permit' from Assistant Commandant (CISF) or Senior Manager (Security) PL of OIL** for all the workers to enable them to work inside the installations
- 8.2 The Contractor shall provide the services as detailed above hereof and everything else necessary for the day to day running and maintaining the services in an efficient and adequate manner including supervision, accommodation at worksite for staff, office etc. The contractor shall be responsible for all taxes (except where otherwise stated), fees, insurance, medical, safety clothing and safety appliances, Provident Fund, license(s) etc. and his rates are inclusive of all such and similar charges and incidental and contingent operations which although not specifically mentioned in this service agreement are necessary for the performance of the service in satisfactory manner and up to the desired standard. The contractor will register himself with appropriate authority before entering into the agreement and should submit all documents to the concerned authority as required by the relevant authorities.
- 8.3 The contractor under this agreement shall be for the area of Pipeline Headquarters, Narangi. The services may however be extended to other areas of company's activities as determined by the company from time to time at the same rates, terms and conditions.

Company: _____

Contractor : _____

-
- 8.4 The contractor employing 20 (twenty) or more numbers of workmen on any day of the proceeding 12 months should be required to obtain requisite license at his cost from the appropriate licensing officer before undertaking any work. The contractor should also observe the rules and regulation framed under the Contract Labour (Regulation and Abolition) Act. 1970. The liabilities of the Principal employer as fixed by this Act and rules made therein should remain with the Principal employer.
- 8.5 The nature of company's operations envisages frequent shifting of sites/locations from place to place and the service personnel are required at/near the base site of work in the areas of activities of the company. The contractor should have to provide necessary transport to their service personnel to and from base site of the company after their periodical off days.
- 8.6 The contractor must maintain an office nearer to Company location with telephone facility. The contractor should have to provide at his own cost competent resident representative/manager at the sites along with adequate number of assistance(s)/supervisor(s) at different locations of the work for efficient execution of this agreement.
- 8.7 The contractor shall mobilize his personnel as necessary at short notice to undertake the work at any time of the day or night. The contractor's representative/Manager(s) shall be available throughout the duration of the agreement of the site for receiving and complying with any emergency.
- 8.8 The rates stipulated in Schedule of quantities (SOQ) of this agreement are all inclusive except Service Tax and Provident Fund and the contractor agrees to perform all incidental and contingent service in a sound and workmanship like manner within the said rates which although not specially mentioned in this agreement but are essential for rendering the service.
- 8.9 The contractor should provide services required throughout the seven days of the week without any interruption.
- 8.10 The contractor is to abide by all safety regulations and fully indemnify the company against injury/loss of life to any of his personnel at any time during the execution of the Agreement. The company shall not be liable for any claim whatsoever on any account.
- 8.11 The contractor shall ensure that all service personnel engaged by him are provided with appropriate protective clothing and safety wears in accordance with Factories Act, 1948 or latest edition. or latest edition. The service provider shall also ensure that all service personnel engaged are provided with proper uniform as required by the nature of work. In case of noncompliance of the same by the service provider, the company reserves the right (a) not to allow such service personnel to work and (b) to provide necessary protective clothing and safety gears to the contractor's service personnel and recover the cost of the same from the contractor.
- 8.12 The contractor shall ensure careful handling of the company's and third party/parties material/equipment and the contractor shall be responsible for any loss/damage caused willfully to such material/equipment. The total cost of the item lost/damaged inclusive of incidental charges shall be recovered from the contractor by the company.
-

Company: _____

Contractor : _____

-
- 8.13 All service personnel deployed by the contractor in various works in sensitive areas must have proper Identity Cards with photographs duly countersigned by the authorized representative of the company.
- 8.14 The contractor should agree to provide related transport, safety gears, medical facilities and employee's contribution of Provident Fund etc. to their workmen at their cost at any location of work.
- 8.15 The contractor shall provide necessary insurance coverage of his service personnel against all risks and claims which will hold the company harmless for any action from the service personnel in case of any accident/mishap etc.
- 8.16 The service personnel engaged by the contractor, if found guilty of misconduct or misbehaviors, he/she shall be replaced by contractor on the same day but the alternate personnel will be supplied only by the company, no opinion, suggestion or any personnel supplied by the contractor would not be granted and entertained by the company. The opinion of the authorized officer of the company in this respect shall be final and shall be binding on the contractor.
- 8.17 The contractor should abide by all Labour Laws and other contractual provisions as per agreement connected with Central and State Government. This inter alias will include **The Factories Act, 1948**, Payment of Wages Act, Minimum Wages Act and Contract Labour (R & A) Act Workman's Compensation Act, 1923 and The Payment of Bonus Act, 1965. The contractor should have to register himself with appropriate authority before entering in the agreement and should submit all documents to the concerned authority as required by the relevant authorities.
- 8.18 The contractor shall not be entitled to transfer or assign his interest under this agreement to third party.
- 8.19 It will be the responsibility of the contractor to arrange transportation of his employees. In case, any time service personnel of the contractor is/are traveling in company's vehicle due availability of space and the vehicle meet with an accident, the company shall have no responsibility or obligation in respect of any loss/injury sustained by such employee(s) of the service provider due to the accident and any claims whatsoever arising there from.
- 8.20 The contractor should ensure observation of working hours and provision of rest days to the service personnel and other requirement under the existing laws.
- 8.21 The contractor should have to ensure observation of working hours and provision of rest days to the service personnel and other requirement under the existing laws.
- 8.22 Each Labour engaged under this contract shall have adequate insurance coverage for the entire duration of the contract. The amount of coverage and premium thereof will be intimated by the Company's authorized personal. The premium amount will be reimbursed by the Company on producing the documentary evidence.
-

Company: _____

Contractor : _____

9.0 POWERS OF COMPANY OFFICER /AUTHORIZED REPRESENTATIVE:

- 9.1 The services shall be to the satisfaction of the company's officer who shall have powers, amongst other, to:-
- i) Advise the contractor to remove immediately cause of unsatisfactory performance of the service.
 - ii. Advise the contractor from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary by the company. Noncompliance of the instructions will make the contractor liable for liquidated damage/penalty as determined by the company.
- 9.2 In the event the contractor fails to render the services in most efficient and workman like manner under his supervision, the company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher cost, if any, will be recoverable from the contractor's outstanding bills or his security deposit.
- 9.3 The company reserves the right to increase or decrease the number of service personnel under any or both the categories of services. Further, the service provider will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the company but without any extra handling/service charges.

10.0 PENALTY:

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

11.0 TERMINATION:

- 11.1 In the event of contractor failure to commence the services within stipulated period or to render proper services as per terms of this agreement (including the extended period, if any), the company reserves the right to terminate this agreement wholly or partially, with 7(seven) days' notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.
- 11.2 The company reserves the right to terminate this agreement any time with 7 (seven) days notice for contractor's failure to provide full time supervisors any day in a month during continuance of the Agreement. Supervisors must report to the in-charge of the services of the company daily in the morning at 07:00 hrs on all working days for necessary instruction, if any.
- 11.3 The company will assess the performance of the contractor regularly for regular payment to their employees and rendering proper services, failing which the company will have the option to terminate the agreement.

Company: _____

Contractor : _____

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

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

11.5 **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.

12.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of 2 (Two) years.

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

13.1 Contractor shall be required to furnish an amount equivalent to **7.5% of the estimated total contract value for 1 (One) year as Performance Security Deposit** within two weeks of notification of award of contract and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (Three) more months** beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Annexure –C.** **(NOT APPLICABLE FOR THIS TENDER)**

13.2 The Performance Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full. **(NOT APPLICABLE FOR THIS TENDER)**

13.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract. **(NOT APPLICABLE FOR THIS TENDER)**

13.4 The Performance Security will not accrue any interest. **(NOT APPLICABLE FOR THIS TENDER)**

14.0 **PAYMENT TERMS :**

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

Company: _____

Contractor : _____

- 14.2 Wages should be paid regularly in presence of authorized representative of company within 7th of following month by the contractor to the service personnel directly without the intervention of any middleman and that the contractor should ensure that no amount by way of commission or otherwise is deducted or recovered from the wages of the service personnel. In case the company receives any complaint from the service personnel deployed by the contractor the company shall be at liberty to take any action as deemed fit.
- 14.3 Payment to the contractor against the contract would be done on reimbursement basis. The company will also reimburse to the contractor for any overtime work required to be done by the labours as per rules. However, extra handling/Service charges for overtime hours shall not be applicable for which the contractor should not have any objection.
- 14.4 The contractor will be required to pay the arrear wages to his service personnel due to the Ex-Post-Facto revision of wages which will be reimbursed by the company. The contractor is also required to deposit the arrear Provident Fund/ESI etc. with the Government Authorities due to Ex. Post-Facto revision of Wages/Rates. The company will reimburse such arrear wages/deposits to the contractor.
- 14.5 The contractor must make payment duly witnessed by authorized representative of company to his service personnel under the agreement by **7th of every following month irrespective of payment of his bill by the company.**
- 14.6 The transportation cost of service personnel included in the rates for service personnel is excluding of work to be undertaken on the instance of the company (OIL) at places outside the works sphere specified.

15.0 **FORCE MAJUERE:**

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

Company: _____

Contractor : _____

16.0 SETTLEMENT OF DISPUTES :

- 16.1 The service provider and the company shall make every effort to resolve amicably by direct informal negotiation at any disagreement arising between them under or in connection with the contract agreement.
- 16.2 In the event of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled in an amicable manner between the service provider and the company, the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force.
- 16.3 The venue of Arbitration will be at **PHQ, Guwahati.**

17.0 AMENDMENTS :

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

18.0 SAFETY, HEALTH AND ENVIRONMENT :

- 18.1 It will be solely the contractor's responsibility to fulfill all the legal formalities with respect to the Safety, Health and Environmental aspects of the entire job (namely, the person employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating.
- 18.2 Every person deployed by the contractor in a Factory must wear safety gadgets to be provided by the contractor. The contractor shall provide proper personnel protective equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company **Personal Protective Equipment (PPE) schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be approved by Statutory Authority.** Necessary supportive document shall have to be submitted as proof. If the contractor fails to provide the safety items as mentioned above to the working personnel, the contractor may apply to the company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from contractor's Bill. However, it will be contractor's sole responsibility to ensure that the persons engaged by him in the mines use proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 18.3 The contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machine and material from the mining operation/operations to be done by the contractor and how it is to be managed.
- 18.4 The contractor shall provide a copy of the SOP to the Manager who shall be supervising the contractor's work.
- 18.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Occupier / Manager.

Company: _____

Contractor : _____

- 18.6 All persons deployed by the contractor for working in a factory must undergo Mines Vocational Training, Initial Medical Examination, Periodical Medical Examination. They should be issued cards stating the name of the service provider and the work and its validity period, indicating status VT, IME and PME.
- 18.7 The contractor should be submitted to Manager returns indicating name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold Vertigo Test Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 18.8 It will be entirely the responsibility of the contractor/his supervisor/representative to ensure strict adherence to all Safety, Health and Environment measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Factory Manager/Installation Manager/ Safety Officer/ Engineer/Official/ Supervisor/ Junior Engineer for safe operation.
- 18.9 Any compensation arising out of the job carried out by the service provider whether related to pollution, safety or health will be paid by the contractor only.
- 18.10 Any compensation arising due to accident of the contractor's personnel while carrying out the job will be payable by the contractor only.
- 18.11 The contractor should have to report all incidents including near miss to Safety Manager / Installation Manager/Departmental representative of the concerned department of OIL.
- 18.12 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 18.13 If the company arranges any safety or other class/training for the working personnel at site (company employee, contractor worker, etc) the contractor should not have any objection for such training provided to his personnel.
- 18.14 The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five year as per section 41C of Factories Act.
- 18.15 The contractor has to arrange daily tool box meeting, regular site safety meetings and maintain all records etc.
- 18.16 Records of daily attendance, accident report etc. are to be maintained Factories Act by the contractor. Also this is entirely the contractor's responsibility to maintain all registers as per statutory norms.

Company: _____

Contractor : _____

- 18.17 A contractor's worker must, while at work, take reasonable care for the health and safety of people who are at the worker, place of work and who may be affected by the worker act or omissions at work.
- 18.18 A contractor's personnel must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of safety, health and welfare of the personnel or any other person.
- 18.19 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 18.20 In case contractor is found non-compliant of HSE laws as required, company will have the right for directing the service provider to take action to comply with the requirements and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 18.21 When there is a significant risk to safety, health and environment of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 18.22 The contractor should frame a mutually agreed bridging document between OIL and the contractor with roles and responsibilities clearly defined.
- 18.23 or any Health Safety & Environment (HSE) matters not specified in this contract document, the contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.
- 18.24 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line .
- 18.25 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly
- 18.26 The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

The **Unskilled Service Category(Sweeping and Cleaning)** are being engaged shall be entitled to the following wages and benefits:

a) **For Sweeping and Cleaning**

i) **Rs. 317.00 per**

ii) **Rs. 39.63 per hour**

{Above rate is inclusive of Regional Labour Commissioner (RLC) rate, as per OIL's circular No. **PL/ER/05-03/16/2059 of 12-04-2016** other allowance (as applicable), Co's Contribution, Medical, House Rent and **exclusive of Company's contribution of Provident Fund, Contractor's Commission and Service Tax as applicable**)

Contractors are advised to quote only on % (percentage) parameter as commission on the above rate and the total commission amount to the contractor will be calculated based on above rates.

b) **Following Benefits to be provided to Unlisted Service Category are as under:**

- i) **These Unlisted WCLs** are also entitled for enhanced rate as and when revised by **RLC** and as advice by the department and should be disbursed accordingly. Such enhancement will be reimbursed by OIL.
- ii) The contractor should have to ensure payment of wages to the Unlisted WCL by contractors within **7th day of every month.**
- iii) **Provident Fund:** Company will pay the employer's contribution of Provident Fund amount @ 12% of the prevailing RLC rate for wage of eligible labour.
- iv) **Leave with wages:** Unlisted WCLs will be granted 03 National Holidays (if not Sunday or Holiday).
- v) **Weekly Rest Day Wages:** The intervening national and festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days in order to be eligible for the weekly rest day wages, provided the contract labour concerned is present on other working days of the week.
- vi) **Overtime:** Overtime shall be paid to the Unlisted WCLs as and when they are made to work on overtime above the 8 hours normal working hours.
- g) **Bonus :** Will be will be provided to the WCL worker as per Bonus act
- h) **Pay Slip :** Pay slip to be provided WCL Unlisted worker.

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

21.0 **PF for WCL Unlisted:**

a) **For WCL Unlisted:**

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

Company: _____

Contractor : _____

paid any extra commission for depositing the PF amount to Concern Provident Fund office.

- 22.0 Impersonation will be taken care by law of the land. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.
- 23.0 Daily wages will be based on 8 (eight) hours a day including Saturday.
- 24.0 The payment, however, shall be made on actual and on pro-rata basis.
- 25.0 Contractor(s) whosoever is liable to be covered under the Provident Fund (P.F.) Act and contract cost is inclusive P.F. must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provision will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (Covering Employee's & Employer's share) with the competent authority month under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. contribution on wage component.

26.0 **SET OFF CLAUSE:**

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

27.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

28.0 **INDEMNITY CLAUSE**

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

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

Company: _____

Contractor : _____

- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952. x) AGST Act.
- xi) Service Tax Act.

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

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

31.0 **The person to be deployed by the contractor for unlisted category, for execution of the required service, must be an Adult and have sound physical and mental health.**

32.0 **OPENING OF COMMERCIAL/ PRICE BIDS:**

1. ***Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.***
2. The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
3. ***Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.***

33.00 SPECIAL TERMS AND CONDITIONS

- a) The contractual period will be valid for two (2) years from commencement of work .
- b) The contractor will carry out jobs instructed by CMM(PL) or his authorized representatives from time to time.
- c) The services will have to be rendered to the entire satisfaction of GGM(PLS) or his authorized representatives who will direct, guide and supervise the works.
- d) Working Time : 8 Hours, from Monday to Saturday.
- e) THE EXTENT OF WORK TO BE CARRIED OUT SHALL BE REGULATED BY THE GROUP GENERAL MANAGER(PIPELINE SERVICES)
- f) The contractor should impart Mines and Safety awareness and basic knowledge for safety and risk hazards to all the WCL(L) labors pertaining to oil pipeline mine. The contractor will take care of their personal safety and health insurance.

Company: _____

Contractor : _____

- g) Labour under the contract should maintain good health, obey the orders instructed to them by their superiors.
- h) They should maintain office timings, punctuality and discipline as per conduct and rules of the company.
- i) Should obey and follow the instructions given by the competent person of the company and in-charges of the contractor or his representative.

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

Full Postal Address : _____

Pin Code : _____
Name of Contact Person : _____
Phone No. of Contact Person : _____

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

Sl. No.	Description of work / service	Quantity	Unit	Unit Rate	Bidder's Rate
1	Services of Unlisted Unskilled Unlisted Unskilled Service Category <u>No. of person engaged = 1 No.</u>	730	MAN DAYS (MD)	317.00	Bidder not required to Quote
2.	Over Time charges (for beyond 8 hrs duty)	730	HOURS	39.63	Bidder not required to Quote
3.	Service Commission for Contractor in percentage	%			Bidder to quote in percentage

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

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

Company: _____

Contractor : _____

SAFETY MEASURES & COMPLIANCE FORMAT

To
GROUP GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No: GCL 2066 P17

Description of work/service: **Hiring the services of 1 (One) No. unlisted unskilled labour for miscellaneous jobs at Finance & Accounts Section for a period of 2 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 the Oil Mines Regulations,1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

Company: _____

Contractor : _____

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

(Seal)

Yours Faithfully

M/s_____

Dated_____

For & On Behalf Of Contractor

PART-V

UNDERTAKING BY BIDDER

(To be submitted along with bid)

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

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

If, yes, details there of:

Date :

Signature of Bidder with Seal

Company: _____

Contractor : _____

PART- VI

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

NIL

Company: _____

Contractor : _____

PROFORMA-I**BID FORM**

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

Sub: TENDER NO. GCL 2066 P17

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **"NOT TO BE QUOTED HERE"** (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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 2.5% of the total contract value 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 closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20_____.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Company: _____

Contractor : _____

PROFORMA-II**STATEMENT OF NON-COMPLIANCE (IF ANY)****(Only exceptions/deviations to be rendered)**

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

NOTE:

OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

Company: _____

Contractor : _____

PROFORMA-III

FORMAT FOR UNDERTAKING

TENDER NO. GCL 2066 P17)

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

TO BE NOTORISED

To
CHIEF MANAGER (CONTRACTS)
OIL INDIA LIMITED
DT: KAMRUP, PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF
TENDER NO. **GCL 2066 P17**

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **GCL 2066 P17** for “Provision for upkeepment services of interior & exteriors (including stair cases, stair heads, drive-way, attached surface drain, conservancy tracks, deep drains behind fencing and collection & disposal of wastes) of newly constructed 48 TDX bungalows for a period of three (3) 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.

Company: _____

Contractor : _____

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

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

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

Yours faithfully,

Authorized Signatory with Seal

(Bidder)

Place :

Date :

Company: _____

Contractor : _____

PROFORMA-IV

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
CHIEF MANAGER (CONTRACTS)
OIL INDIA LIMITED
DT: KAMRUP, PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Sir,

Sub: TENDER NO. GCL 2066 P17

I / We _____ confirm that Mr.
_____ (Name and address) as authorized to
represent us during bid opening on our behalf with you against **TENDER NO. GCL 2066 P17** for
“

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

Company: _____

Contractor : _____

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

TO

OIL INDIA LIMITED**GUWAHATI, KAMRUP
ASSAM**

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

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

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

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

This guarantee is valid until the date _____ (calculated at 1 month after Bid Validity date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

ANNEXURE-BSTANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

To,

OIL INDIA LIMITED

**GUWAHATI, KAMRUP
ASSAM**

**ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE
AS PER STAMP DUTY ACT**

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

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

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

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

Company: _____

Contractor : _____

ANNEXURE-B**Page No.2**

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

Dated this _____ day of _____ 20_____

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

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

Company: _____

Contractor : _____

PROFORMA-VDETAILS OF BIDDER(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)

a.	Name of the Bidder / Firm:				
b.	Registered postal address with PIN code:				
c.	Telephone No:				
d.	Mobile No:				
e.	E-mail ID:				
f.	Fax No:				
g.	Contact Person:				
h.	Contact person's contact No:				
i.	PAN No:				
j.	Bidder's Bank details:		Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:		
k.	EMD / Bid Security Details:				
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:				
	Validity of BG: (If EMD submitted vide BG)				
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)				
l.	VAT Regn. No.				
m.	Service Tax Regn. No. (If not available then to be				

Company: _____

Contractor : _____

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

Signature: _____

Name in Block letters _____

For M/S. _____

Company: _____

Contractor : _____