

**OIL INDIA LIMITED**  
**(A GOVT. OF INDIA ENTERPRISE)**  
**P.O. DULIAJAN-786602, ASSAM**  
**E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services.

IFB No.	<b>CDI0183P16</b>
Description of Service	<b>PROVISION FOR HIRING OF SERVICES OF READILY AVAILABLE TWO (2) TRUCKS, NOT EARLIER THAN VINTAGE 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II OR EQUIVALENT WITH THE FITTINGS FOR 8 FEET HIGH STRONG NETTING ON THE THREE SIDES INCLUDING COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOILD WASTE (MSW) FROM DULIAJAN OIL TOWNSHIP, OPERATIONAL AREA AND INDUSTRIAL AREA ETC. FOR A PERIOD OF TWO (2) YEARS.</b>
Type of Bid	<b>SINGLE STAGE COMPOSITE BID SYSTEM</b>
Period of Sale of Bid Document	<b>11.02.2016 TO 15.03.2016 (up to 15:30 HRS)</b>
Bid Closing / Opening Date & Time	<b>22.03.2016 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Cost of Bid Document	<b>Rs. 2,000.00</b>
Bid Security (EMD)	<p><b>Rs. 26,000.00</b></p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Bid opening)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time.</p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

**2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker’s Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL’s E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

**2.1** In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI0183P16

**2.2** Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if

available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost (in case Cost of Bid Document is submitted in the form of Demand Draft / Banker's Cheque), USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

**4.0 SALIENT ELIGIBILITY CRITERIA:**

**4.1** Bidder must have experience of having successfully completed works of Job with PSUs/Central govt. / State govt. Organisation in last 7 (seven) years ending last date of the month previous to the one in which applications are invited should be either of the following:.

(a) Single similar completed contract of minimum value of **Rs. 40,76,103.30 (Rs. Forty Lakh Seventy Six Thousand One Hundred Three and Paise Thirty only).**

OR

(b) Two similar completed contracts of minimum value of **Rs. 25,47,564.56 (Rs. Twenty Five Lakh Forty Seven Thousand Five Hundred Sixty Four and Paise Fifty Six only) each.**

OR

(c) Three similar completed contracts of minimum value of **Rs. 20,38,051.65 (Rs. Twenty Lakh Thirty Eight Thousand Fifty One and Paise Sixty Five only) each.**

**Note:-**

"Similar nature of jobs" mentioned above means, experience in supply of Heavy Vehicles (Trucks/Trailers/Buses/Tankers etc.) with PSU/ Central Govt. /State Govt. Organisation.

**4.2** Average annual financial turnover during the last 3 (three) accounting years, reckoned from bid closing date (BCD) should be not less than **Rs.15,28,538.74 (Rs. Fifteen Lakh Twenty Eight Thousand Five Hundred Thirty Eight and Paise Seventy Four only).**

**4.3** Bidder must submit all necessary documents related to experience and turnover, otherwise bid will be rejected (self attested).

**Note:-**

**A)** For proof of Annual turnover, any one of the following document/photocopy (self attested) must be submitted along with the bid:-

**i)** A certificate issued by a practicing Chartered / cost Accountants Firm, with membership no. & Firm Registration No., certifying the Annual Turnover and nature of business.

OR

**ii)** Audited Balance Sheet and Profit and Loss account.

**B)** For proof of requisite Experience, any of the following document/photocopy (self attested) must be submitted along with the bid:-

**i)** In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO number will not be accepted.

OR

**ii)** Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date showing:

**a)** Gross value of job done; and

**b)** Nature of job done; and

**c)** Time period covering the financial year(s) as per the NIT.

**4.4** Bidders shall quote directly and not through their agent. Offers made by their agents on behalf of their principals will be rejected. Similarly, bids received from unsolicited parties shall be rejected.

**4.5** Any offer containing incorrect information will be rejected.

**4.6** Non submission of the documents as specified in BRC will result in rejection of bids.

**5.0 EXEMPTION OF TENDER FEE:**

**5.1** If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or

**E-TENDER NO. CDI0183P16**

Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

**5.2** Public Sector Units (PSU) are also exempted from payment of tender fee.

**6.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

**6.1** Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

**6.2** If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**7.0** Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**8.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**9.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**10.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" **digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**DATE: 08.02.2016**

**HEAD- CONTRACTS**  
**FOR RESIDENT CHIEF EXECUTIVE**

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

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE COMPOSITE BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**PROVISION FOR HIRING OF SERVICES OF READILY AVAILABLE TWO (2) TRUCKS, NOT EARLIER THAN VINTAGE 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II OR EQUIVALENT WITH THE FITTINGS FOR 8 FEET HIGH STRONG NETTING ON THE THREE SIDES INCLUDING COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE (MSW) FROM DULIAJAN OIL TOWNSHIP, OPERATIONAL AREA AND INDUSTRIAL AREA ETC. FOR A PERIOD OF TWO (2) YEARS.**

**LOCATION** : MEDICAL DEPARTMENT

**CONTRACT PERIOD** : 2 (Two) year.

**BID SECURITY** : **Rs. 26,000.00 (RUPEES TWENTY SIX THOUSAND ONLY)**

**BID CLOSING/ OPENING DATE & TIME** : **22.03.2016** (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee

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

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of HEAD-CONTRACTS **on or before 12:45 Hrs (IST) on the bid closing date**, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 2.5% of the total contract value** and this will not earn any interest.

**2.0** SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

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

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee** (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalized Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

**3.0** Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

**4.0** **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.**

The bid and all uploaded documents must be Digitally signed using “**Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “**Organization Name**” field are acceptable.*

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

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

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

**6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

**7.0** The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

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

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

**10.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

**10.1** In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

**10.2** In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, 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.

**10.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

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

**10.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

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

**10.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

**11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

**12.0** The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

**15.0 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.

**16.0 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.

**17.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

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

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part-I - General Conditions of Contract. (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas & Annexures.

**SPECIAL NOTE:**

**Please note that all tender forms (Forwarding Letter, BRC-BEC – Bid Rejection Criteria & Bid Evaluation Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM,**

**Part-VI/ Integrity Pact & Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.**

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)**

**A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

**Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

**The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

**19.0 The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.**

**20.0 In Bid opening, both "Technical RFx" Tab Page & Price Bids will be opened. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.**



## 21.0 SCREEN SHOTS:

**Display RFx Response:**

Edit | Print Preview | Technical RFx Response | Close

RFx Response Number 60006452 RFx Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 4

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

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

Service and Delive  
Incoter  
Status and Statist  
Created C  
Created B  
Last Processed C  
Last Processed B

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

**Edit RFx Response:**

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

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

RFx Information | Items | Notes and Attachments | Conditions

**Notes**

Add | Clear

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

**Attachments**

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

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

**Note :**

\* The “Un-priced Techno-Commercial 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 Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

**22.0** OIL now looks forward to your active participation in the IFB.



**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI0183P16  
INSTRUCTION TO BIDDERS**

**1.0** Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender].
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the “Technical RFx” area under the tab “External Area ➔ Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [“Technical RFx” area under the tab “External Area ➔ Amendments”] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

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

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** 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 with organizations Name" digital certificates [e commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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

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

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

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

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

**8.4** Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

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

## **9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before **12:45 Hrs (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **10.0 LATE BIDS:**

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

## **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their

Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

**12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid / prices. Withdrawal of such Bid will also not be permitted.

**13.0 BID OPENING AND EVALUATION:**

**13.1** Both Technical & Price bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder 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 Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** 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. 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.

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

**13.7** 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.

**13.8** 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.

**14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

**14.3** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.

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

**15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

**16.0 AWARD CRITERIA:**

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

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

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

**18.0 NOTIFICATION OF AWARD:**

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

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company

may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

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

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

**TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

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

Name & address of the Service Receiver

Invoice Serial No.....

Oil India Limited, Duliajan, Assam

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 14 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

**A. Bid rejection Criteria (BRC):**

I) The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

Bidder's experience:

Bidder must have experience of having successfully completed works of Job with PSUs/Central govt. / State govt. Organisation in last 7 (seven) years ending last date of the month previous to the one in which applications are invited should be either of the following:

1. Single similar completed contract of minimum value of **Rs. 40,76,103.30 (Rs. Forty Lakh Seventy Six Thousand One Hundred Three and Paisa Thirty only)**  
OR
2. Two similar completed contracts of minimum value of **Rs. 25,47,564.56 (Rs. Twenty Five Lakh Forty Seven Thousand Five Hundred Sixty Four and Paisa Fifty Six only) each.**  
OR
3. Three similar completed contracts of minimum value of **Rs. 20,38,051.65 (Rs. Twenty Lakh Thirty Eight Thousand Fifty One and Paisa Sixty Five only) each.**

NOTE: "Similar nature of jobs" mentioned above means, experience in supply of Heavy Vehicles (Trucks/Trailers/Buses/Tankers etc.) with PSU/ Central Govt. /State Govt. Organisation.

II) Average annual financial turnover during the last 3 (three) accounting years, reckoned from bid closing date (BCD) should be not less than **Rs.15,28,538.74 (Rs. Fifteen Lakh Twenty Eight Thousand Five Hundred Thirty Eight and Paisa Seventy Four only)**

III) Bidder must submit all necessary documents related to experience and turnover.

IV) Documentary evidence:

1. For proof of Annual Turnover, any one of the following documents (self-attested) must be submitted along with the bid:-

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm (with Membership Number and Firm Registration Number), certifying the Annual Turnover and nature of business.

OR

(b) Audited Balance Sheet and Profit and Loss account.

2. For proof of experience, the bidder must submit the following as documentary evidence duly self-attested.

(a) In case of OIL contractors, copy of "Certificate of Completion" (COC)/ "Service Entry Sheet" (SES) of contracts successfully completed during the last 7 (seven) years ending bid closing date, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

OR

(b) Certificate issued by competent authority of any other Public Sector Undertaking/Govt. Department (for jobs successfully completed during the last 7 (seven) years ending bid closing date), showing:

- Gross value of job done.
- Nature of job done.
- Time period covering the financial year(s) as per the NIT



V) Vehicles (trucks), TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent, not earlier than vintage 2008 for collection and transportation of garbage daily and registered in the name of the bidder who has purchase the bid document. The vehicle engine and body should be in good running conditions. The bidder should submit the self-attested copies of following documents along with the bid. Otherwise the offer will be rejected.

- i) Registration certificate
- ii) Up-to-date insurance certificate
- iii) Up-to-date fitness certificate
- iv) Up-to-date vehicle permit
- v) Up-to-date pollution certificate
- vi) Vintage of vehicle

VI) In case the bidders wants to provide brand new vehicles (trucks) against the tender, the Mobilisation period in case of Brand New Vehicles (trucks) will be 90 days from date of issue of LOA and the documents noted in point V under BRC will not be applicable. The mobilization period for readily available vehicles (trucks), not earlier than Vintage 2008 is 21 days from date of issue of LOA.

VII) The bidders who will be offering brand new vehicles will have to submit a declaration (format as per enclosed Proforma-VIII) along with the bid that he will be placing brand new vehicles registered after issue of LOA if he is allocated the job and any bidder who does not provide this declaration his bid will be rejected.

VIII) The Bidder(s) / Contractor(s) should undertake to pay monthly wages to his/ her/their labours/workers engaged under this contract as per minimum wages as notified by statutory authority.

IX) The Bidder(s) / Contractor(s) should undertake to pay monthly wages to his/ her/their driver and helper engaged under this contract as per provisions of MOS dated 24.01.2014, copy of which is available at the office of Head-Contracts.

X) Bidder(s) must furnish the following Undertaking along with bid.

#### FORMAT FOR UNDERTAKING

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

#### **TO BE NOTORISED**

To  
HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO  
CDI0183P16

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. CDI0183P16 for hiring of services of radially available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates (fixed Charge) 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) Driver & helper wages as per MOS dated 24.01.2014
- (c) Material and equipment cost
- (d) PPE cost
- (e) IME (Initial Medical Examination) cost.
- (f) 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, Driver & Helper wages may increase from time to time as notified by statutory authority, Central Govt. and MOS dtd. 24.01.2014 and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory and MOS increase in wage rates of the labours/workers/Driver /Helper appointed 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 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, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our Driver & Helper the existing MOS dated 24.01.2014. This rates may increase from time to time as per MOS dated 24.01.2014 and hereby undertake that in case contract against the subject tender is awarded to me/us, I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such MOS increase in the wage rates of the Driver & Helper appointed by me/us during the entire period of the contract, including extension if any.

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,

1. Authorized Signatory with Seal \_\_\_\_\_

(Bidder)

Place:-

Date:-

**Note: - Bids submitted without undertaking as specified above, will be summarily rejected without assigning any reasons.**

XI) Commercial:

a) The bids are to be submitted in single stage under composite bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together.

b) Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

c) Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected, except those are exempted.

**Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Bid opening.**

d) Bids received after bid closing date and time will be rejected.

e) The bid documents are not transferable. Bid made by parties who have not purchased the bid document from the company will be rejected.

f) Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

g) Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

h) Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing the bid (digitally). However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

i) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

j) Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Bid opening will be rejected.

k) Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bidding Format attached under “Notes and Attachments” tab** in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under “Technical RFx Response” Tab Page only.

l) Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a. Performance Bank Guarantee clause
- b. Force Majeure clause
- c. Tax liabilities clause
- d. Arbitration clause
- e. Applicable Law
- f. Liquidated Damage clause

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

**B. Bid evaluation criteria (BEC):**

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

I) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

II) In case of identical lowest offered rate by more than 01(one) bidder, the selection will be made by draw of lot amongst the bidders offering the same lowest price.

III) Purchase Preference Clause: Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

- a. In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- b. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- c. In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- d. Documentation required to be submitted by MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**C. General**

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

II) In case bidder takes exception to any clause of tender document not covered under BRC/BEC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/ modify the deviation when/ as advised by the company. The loading so done by the company will be final and binding on the bidders. No deviation will however be acceptable in the clauses covered under BRC.

III) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

IV) In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

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

VI) Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

VII) OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

VIII) Bidder should provide (Self attested/ attested) Photo copy of PF Code & Service Tax registration certificates, PAN Card details.

IX) Bidder(s) must furnish the self-attested following copies along with bid:

- a) NAME OF FIRM & Composition of FIRM
- b) DETAIL POSTAL ADDRESS
- c) TELEPHONE NO.(If available)
- d) MOBILE NO.
- e) Valid E-MAIL
- f) FAX No. (If available)
- g) CONTACT PERSON: With Authority letter from Contractor
- h) CONTACT PERSON'S CONTACT NO.
- i) PAN (Self Attested copy required)
- j) BANK ACCOUNT NO.
- k) BANK ACCOUNT TYPE.
- l) BANK NAME (with IFSC Code/MICR No.)
- m) BANK ADDRESS
- n) SERVICE TAX REGD.NO. (Self-Attested copy required)
- o) P.F.CODE NO. (Self-Attested copy required)
- p) ESI Registration (Self Attested copy required)
- q) VENDOR NO. (IF AVAILABLE)

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**DESCRIPTION OF WORK/SERVICES:**

Provision for hiring of services of readily available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides including collection, loading, transportation and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

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

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

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

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be

responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

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

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

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

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

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

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

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

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

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.



- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **104 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

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

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX (Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement) but the

Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.

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

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

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

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

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

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions:**

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

**21. FORCE MAJEURE:**

21.1 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 for the period during which such cause lasts. 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), acts of government of the two parties, which makes performance impossible or impracticable 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.

21.2 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.

21.3 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 the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue 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.

**22. TERMINATION:**

22.1 **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 the extension period, if exercised by Company under the provision of the Contract.

22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.

22.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator 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.

22.4 **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.

22.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this 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 this Contract.

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

22.7 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 12.1 to 12.6 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 including the De-mob cost, if any.

23. **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

23.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

23.2 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.

24. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

24.1 **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 :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days 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.
2. The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. 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.
4. 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.
5. 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.
6. 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.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

<b>Amount of Claims and counter claims (excluding interest)</b>	<b>Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)</b>
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.

8. 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.
9. 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.

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.

10. 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.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. 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.

#### **24.2 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 24.1 & 24.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

#### **25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

25.1 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 contractor.

**26. 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. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

**28. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:**

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.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

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-----  
(Signature of Contractor or his legal  
Attorney)

----- by the hand of

-----  
(Full Name of Signatory)

-----  
its Partner / Legal Attorney

-----  
(Seal of Contractor's Firm)

-----  
(Signature of witness)

And in presence of

-----

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

-----  
(Full Name of Signatory)



Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_

Designation

Date\_\_\_\_\_

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

**DESCRIPTION OF WORK/ SERVICE:** Provision for hiring of services of readily available two (2) trucks , not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX , EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc for a period of two (2) years.

**Part-II (SOQ) Schedule of Work, Unit and Quantity**

Item No.	Description of Services	UOM	Quantity
10	Fixed Charge of 2 (two) Vehicles	Month	24
20	Running Charge	Per Kilometer Per Vehicle	29200

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

3. The rates quoted (Fixed Charge) by the Bidder shall 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) Driver & helper wages as per MOS dated 24.01.2014
- (c) Material and equipment cost
- (d) PPE cost
- (e) IME (Initial Medical Examination) cost.
- (f) Other charges / cost including overheads, profit, insurance and handling charge.

4. Variation in the offered running charge will be effective provided fuel (HSD) price changes plus or minus 5% (five percent) over the tendered price of fuel. The variation will be calculated @ 0.25 per kilometre for variation of Rs. 1.00 per litre fuel price.

5. Tendered Cost of Fuel:- Rs. 45.13/Litre

6. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.

7. Tenure of Agreement: 2 (Two) years

8. Mobilisation Period:

- a) The mobilisation period for readily available vehicles (Trucks) of Vintage not earlier than 2008 is 21 days from the date of issue of LOA.
- b) The mobilisation period in case of brand new vehicles (Trucks) is 90 days from the date of issue of LOA.

9. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

**A. Scope of Work:**

The contractor shall be responsible for providing services of readily available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) daily from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years.

**B. Particular Specifications and Instructions:**

1. Each vehicle (Truck) should have provision of 1 (one) driver, 1 (one) Helper and 6 (six) labourers + 1 (one) reliever for off days for collection and disposal of garbage daily at Company's Garbage Disposal Yard. Driver, Helper and Labourers payment has to be made through cheque payment and to be certified by the contractor during billing period. Vehicles should be deployed each day i.e. 365 days/ year.
2. Each vehicle must have tarpaulin to cover the garbage (MSW) while transporting for disposal at Garbage Disposal Site.
3. Successful bidder(s) will have to produce their vehicles physically at Transport Department for inspections/ verifications etc. and after final inspection/ verifications etc. by Transport Department only the acceptability/ non acceptability of the vehicle will be considered.
4. Each vehicle (Truck) must have "ON OIL INDIA DUTY" must be painted prominently in the windscreen frame of each vehicle (Truck).
5. "Default" means any of the following commissions or omissions by the contractor or his/ her crew will lead to non-availability of the service(s) due to any reason, whatsoever, including but not limited to the following conditions :-
  - a) Delay in initial placement of the service(s) beyond the stipulated date; stipulated time for placement of vehicles will be 21 days from the date of issue of LOA in case of readily available trucks. Delay in placement of trucks beyond stipulated time, stipulated time for placement of trucks will be 90 days from date of issue of LOA in case of supply of brand new trucks.
  - b) Unsuitability of working crew/ staff.
  - c) Drunkenness and intoxication of the working crew / staff.
  - d) Deteriorated mechanical condition of the truck and/or breakdown.
  - e) Due to inadequate routine maintenance.
  - f) Time taken for routine servicing/ maintenance in any particular month in excess of time allowed for such maintenance in any month.
  - g) Non availability of required crew/ staff.
  - h) Non supply of required materials set out in SCC.
  - i) Non-possession of valid certificates permits and licenses etc. for the crew and truck(s).
  - j) Non supply of fuel.
  - k) Delay in placement of service(s) on any day as per the instruction of the Company's Engineer/ representative and/or unauthorised and untimely release of service(s) without prior permission

and authorisation from the Company's Engineer/representative and / or unauthorised use of the truck(s) on any day during the tenure of this agreement.

- l) Non-rectification of defects expeditiously upon detection by the Company's Engineer/representative upon inspection/test undertaken by the Company.
- m) Failure on part of the contractor to discharge his/ her obligations as set out in SCC hereof.
- n) Non-availability of services when the Company's operations are normal.
- o) Non-availability of services due to unauthorised/ lightning strike by contractor or his/ her crew for any reason whatsoever.
- p) Any other acts or omissions by the contractor or his/ her crew whether specified or not hereof which disrupt the continuity of the service envisaged under this agreement.

The period of non-availability of services will be treated as shutdown and contractor shall not be paid for the period of non-availability of the service and compensation towards Company shall also be levied.

The compensation up to three hours per day of non-availability of service which shall be at a rate of the pro-rata fixed charge per hour and beyond three hours non availability of service shall be at a rate of the pro-rata fixed charge per day.

Pro-rata fixed charge per day means the fixed charge per month as per Item-10 of Part-II (SOQ), divided by 30 (thirty) days.

Pro-rata fixed charge per hour means the amount accrued as per Item 10 of Part-II (SOQ), divided by 30 (thirty) and again divided by 8 (eight) hours.

#### 6. Periodic Inspection:

- A. On initial placement.
- B. Every 3 (three) months thereafter or as and when considered necessary by the Company Engineer during the tenure of contract agreement.

7. Non-compliance of above mentioned at Sl. No. 5 penalty shall be imposed 20% (per cent) of the fixed charge on Pro-rata basis per day.

#### C. General Terms and Conditions:

##### 1.0 General Information:

- i) Working time eight (8) hours.
- ii) The work shall be carried out on the basis of the work order, which will be issued in every month.
- iii) The extent of work to be carried out shall be regulated by the GM (MS) or his Authorise Representative at Public Health Office.

##### 2.0 Execution of Work:

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed specification and instructions as may be furnished from time to time to the contractor by the GM (MS) or his Authorize representative whether mentioned in the contract. The

contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper and workmanlike manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the GM (MS) or his authorized representative. The contractor shall provide all necessary PPE/ equipment/ labour etc. for execution and maintenance of work till completion, unless otherwise mentioned in the contract.

### 3.0 Co-ordination and Inspection of Work:

The co-ordination and inspection of the day-to-day work under the contract shall be the responsibility of the GM (MS) or his authorized representative. The written instruction regarding any particular job will normally be passed by the GM (MS) or his authorized representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorized representative by way of acknowledgement within 12 hours.

### 4.0 Work on Sundays and Holidays:

For carrying out work on Sundays and Holidays, the contractor will approach the GM (MS) or His authorized representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the employer shall have no liability whatsoever on this account.

### 5.0 Working Schedule:

(i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the employer will not compensate the same. For carrying out work beyond working hours the contractor will approach the GM (MS) or His authorized representative and obtain his prior written permission.

(ii) The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.

(iii) The contractor shall submit reports at regular intervals to the GM (MS) or his authorized representative regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of contract. The contractor shall provide display boards showing progress and labour strengths at worksite, as directed by the GM (MS) or his authorized representative.

6.0 The contractor shall procure and provide within value of the contract the whole of the materials required for execution of the jobs:

- |                      |   |
|----------------------|---|
| a) Scruizer          | : 2 nos./year X 2 years = 4 nos. in 2 years.        |
| b) Fork (Large size) | : 15 nos./3 months X 2 years=120 nos. in 2years.    |
| c) Belcha            | : 15 nos./6 months X 2 years = 60 nos. in 2 years.  |
| d) Daoli             | : 15 nos./3 months X 2 years = 120 nos. in 2 years. |
| e) Kodali            | : 15 nos./3 months X 2 years = 120 nos. in 2 years. |
| f) Bucket            | : 15 nos./6 months X 2 years = 60 nos. in 2 years.  |
| g) Container         | : 6 nos./3 months X 2 years = 48 nos. in 2 years.   |

7.0 The contractor shall procure and provide within value of the contract the whole of the PPE items required for execution of the jobs:

- |                            |  |
|----------------------------|--|
| a) Rain Suit               | : 1 no./year X 14 labourers X 2 years = 28 nos.    |
| b) Safety Boot             | : 1 pair/year X 14 laourers X 2 years = 28 pairs.  |
| c) PVC Dotted Hand Gloves: | 14 pairs/ 4 months X 2 years = 84 pairs.           |
| d) Disposal breathing Musk | : 14 nos./ 4 months X 2 years = 84 pairs.          |
| e) Gum Boot                | : 1 pair/ year X 14 Labourers X 2 years= 28 pairs. |

NOTE: Variation in the offered running charge will be effective provided fuel (Diesel) price changes plus or minus 5% (five percent) over the tendered price of fuel. The variation will be calculated @ 0.25 per kilometre for variation of Rs. 1.00 per litre fuel price.

#### 8.0 Insurance:

##### (i) Workmen compensation and Employer's liability Insurance:

Insurance shall be effected for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workman's compensation and employer's liability insurance for the later's employees if such employees are not covered under the contractor's insurance.

(ii) Accident or Injury to workmen: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor.

##### (iii) Comprehensive General Liability Insurance:

(a) This insurance shall protect the contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the contractor, his agents, his employees, his representatives and sub-contractor's or from riots, strikes and civil commotion.

(b) Contractor shall take suitable group personal accident insurance cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory Staff who are not covered under Employees State Insurance Act.

(c) The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (person not belonging to the contractor) and also cover the risk of damage to other materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by court by law in India and cover for damage to others equipment / property as approved by the purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.

(d) The contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc. in respect of all his plant, equipment and machinery, erection tools and tackles and all other temporary attachments brought by him at site to execute the work.

(e) The contractor shall take out insurance policy from one or more nationalized Insurance Company from any branch office at project site.

(f) Any such insurance requirements as are hereby established as the minimum policies and coverages which contractor must secure and keep in force must be complied with, contractor shall at all times be free to obtain additional or increased coverages at contractor's sole expenses.

(g) Any other insurance required under law or regulations: Contractor shall also carry and maintain any and all other insurance(s) which he/she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

#### 9.0 Labour Laws:

(i) No labour below the age of 18 (eighteen) years shall be employed on the work.

(ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.

(iii) The contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

(iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.

(v) If the contractor is covered under the contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. Office of The Assistant Labour Commissioner) by payment of necessary prescribed fee and the deposit, If, any before starting the work under the contract. Such fee/ deposit shall be borne by the contractor.

(vi) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the GM (MS) or his authorize representative.

(vii) The contractor shall furnish to the GM (MS) or his authorize representative the distribution return of the number and description, by trades of the work people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the GM (MS) or his authorized representative a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) The number of female workers who have been allowed maternity benefit is provided in the Maternity Benefit Act 1961 on rules made there under and the amount paid to them.

(viii) The contractor shall comply with the provisions of the payment of Wage Act, 1936, Employee Provident Fund Act, 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

(ix) The GM (MS) or his authorized representative shall on a report having been made by an inspecting officer as defined in contract labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said regulations.

(x) The contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnify from his sub-contractors. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form / register / slip under the provisions of these acts which is materially incorrect, then on the report of the inspecting officers, the contractor shall without prejudice to any other liability pay to the company a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the GM (MS) and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the work put to tender. The GM (MS) shall deduct such amount from bills or contract performance security of the contractor and credit the same to the welfare fund constituted under these acts. The decision of the GM (MS) or his authorize representative in this respect shall be final and binding.

#### 9.0 Safety Code:

i) It will be solely the contractor's responsibility to fulfil all the legal formalities with respect to the health, safety and environmental aspects of the entire job (Namely; The person employed by him the equipment, the environment, etc.) under the jurisdiction of the District of that State where it is operating.

Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE Laws by the sub or sub-contractors.

ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The contractor shall provide proper personnel protective equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the contractor fails to provide the safety items as mentioned above to the working personnel, the contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deduction from contractor's bill. However, it will be the contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

v) Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner/ agent/manager.

vi) 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 specified code of practice in line.

vii) All persons deployed by the contractor for working in a mine must undergo mines vocational training, initial medical examination (IME) & PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

viii) The contractor shall submit to DGMS returns indicating – Name of his firm, Registration Number, Name and Address of person Heading the firm, nature of work, type of deployment of work persons, number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

ix) 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.

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

xi) 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.

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



xiii) The contractor shall have to report all incidents including near miss to installation Manager/ Departmental Representative of the concerned department of OIL.

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

xv) If the company arrange 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.

xvi) The health check-up of contractor's personnel (IME) is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The basic medical tests to be carried out for health check-up of each person shall be intimated by the Company. Unless the tests are carried out and reports thereof submitted to the Company, the Contractor will not be allowed to start the work.

The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

xvii) To arrange daily tool box meeting and regular site safety meetings and maintain records.

xviii) Records of daily attendance, accident report etc. are to be maintained in form B, E, J (As per Mines Rules 1955) by the contractor.

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

xx) A contractor employee 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 health, safety and welfare of the employee or any other person.

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

xxii) 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.

xxiii) 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.

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

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

xxvi) 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.

#### 11.0 Responsibilities of the contractor and compliance with labour / industrial laws:

(i) The contractor shall have his own PF Code No. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

(ii) The contractors shall periodically submit the monthly challans / receipts / proof of provident fund deposited amount along with a list of his labour / workers to the GM (MS) or his authorized

representative. The contractor shall be required to deposit contribution towards provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to GM (MS) or his authorized representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deduction with penalty as per the provision of applicable act.

(iii) The contractor is required to obtain labour license from RLC (Central), Dibrugarh if he engages 20 or more labours at any given time.

(iv) The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

(v) The contractor shall discharge obligations as provided under various statutory enactment including the Employee's Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workmen Compensation Act, 1923, Payment of Bonus Act and other Labour Legislations as in existence (at present in India) and is amended from time to time.

(vi) The contractor shall pay the wages to the workers latest by 7th day of the subsequent month at the rates as per the Minimum Wages Act and is notified by the Regional Labour Commissioner (Central) / Assistant Labour Commissioner (C), Dibrugarh from time to time. The GM (MS) or his authorized representative shall ensure that the contractor is making payment of monthly wages to its labours not less than the wages notified by the appropriate authority from time to time.

(vii) The contractor shall be solely responsible and indemnify the OIL against all charges, dues, claims etc. arising out of the disputed relating to the dues and employment of personnel, if any, deployed by him.

(viii) All personnel deployed by the contractor should be on the rolls of the contractor.

(ix) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

(x) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of OIL while at site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.

(xi) Contractor shall provide proper identification cards for his employees to be deputed by him for work. Duly signed by the contractor or authorised person on behalf of contractor. Also the contractor should obtain entry passes from CISF for his employees.

(xii) Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him.

(xiii) Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and Payment of Wages Act, 1936.

(xiv) Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

(xv) All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

(xvi) Technicians / supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

(xvii) In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

(xviii) The contractor shall obtain necessary insurance policy covering all risks such as accident, injuries and death likely to be caused to workers or to a third person including loss to the properties of owner / OIL or to some other agency

(xix) The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a GOVT. Doctor before deployment.

(xx) No worker of contractor (including contractor himself) shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change / replace him failing which OIL may terminate the contract.

(xxi) The contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

(xxii) The contractor shall obtain necessary license under inter State Migrant Workmen (Regulation of Employees & Conditions of Service) Act, 1979, if he deploys and engages labours from States other than Assam.

(xxiii) Photographs / labour permission / vehicle permission:

The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons/ labours/ vehicles for working in site plant premises at his own cost as rules of the Company.

(xxiv) The Contractor must pay the prevailing minimum wages rate as specified by RLC/ ALC to the labourers. Non-compliance of the same will lead to termination of the contract.

(NB: The rates mentioned above are subjected to revise as and when notified by GOI from time to time.)

(xxv) The contractor shall issue wages slip every month to each labour as per the Government guidelines and also to pay the monthly wages to the labours in presence of Head of the Department or his / her authorised representative. Otherwise the SES of the corresponding month will not be processed.

(xxvi) P.F. contribution, under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, of labourers/ month shall be complied and necessary documents of the same shall be furnished to the department along with the monthly bills and unless furnished, the monthly bill will not be processed and necessary action shall be taken against the contractor for non-compliance of the same.

12.0 The rates quoted (Fixed Charge) by the Bidder / Contractor shall 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) Driver & helper wages as per MOS dated 24.01.2014
- (c) Material and equipment cost
- (d) PPE cost
- (e) IME (Initial Medical Examination) cost.
- (f) Other charges / cost including overheads, profit, insurance and handling charge

The Bidder/Contractor should take note that minimum wages, Driver & Helper wages may increase from time to time as notified by statutory authority, Central Govt. and MOS dtd. 24.01.2014 and undertake that he/she/they shall not make Company (i.e. OIL) liable to reimburse him/her/them for such statutory and MOS increase in wage rates of the labours/workers/Driver /Helper appointed by him/her/them during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is

twice in a year. He/She/They have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time by the Central Govt. and consequent increase in Provident fund contributions, such statutory or any other increase in the wages rates of contract labour engaged by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

The Contractor further undertake that he/she/they will pay his/her/their Driver & Helper the existing MOS dated 24.01.2014. This rates may increase from time to time as per MOS dated 24.01.2014 and hereby undertake that in case contract against the subject tender is awarded to him/her/them, he/she/they shall not make Company (i.e. OIL) liable to reimburse him /her/ them for such MOS increase in the wage rates of the Driver & Helper appointed by him /her/ them during the entire period of the contract, including extension if any..

The Bidder must submit an undertaking (format as per enclosed Proforma-III) that he/she/they will be solely responsible for payment of minimum wages to the labourers engaged by him/her/them and payment of wages to the driver & helper engaged by him/her/them as per MOS dtd. 24.01.2014 and also subsequent hike in minimum wage/driver & helper wage due to Govt. notification/MOS dtd. 24.01.2014 and also towards compliance of all other statutory compliances.

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

**SUB: SAFETY MEASURES**

**Description of work/service:**

**Provision for hiring of services of readily available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides including collection, loading, transportation and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (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 authorized 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 personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's 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.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual

cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

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

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

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

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

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

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

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

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

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date \_\_\_\_\_

M/s \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between

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

And

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

**PREAMBLE:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Provision for hiring of services of readily available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides including collection, loading, transportation and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years.**

**(IFB No. CDI0183P16)**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

(A) 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.

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



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

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the

decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous Transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

**Section 8 - External Independent Monitor/Monitors  
(Three in number depending on the size of the contract)  
(To be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the

last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal

-----  
For the Bidder/Contractor

Place: Duliajan.

Witness 1: .....

Date:

Witness 2: .....

**&&&&&&&&& End of Integrity Pact &&&&&&&&&**

**BID FORM**

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

**Sub: IFB No. CDI0183P16**

*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 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

**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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**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.

FORMAT FOR UNDERTAKING  
(IN TERMS OF BRC CLAUSE NO. (X) OF TENDER NO. CDI0183P16)  
(On Non-Judicial Stamp Paper of Rs. 100/-)

**TO BE NOTORISED**

To  
HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CDI0183P16**

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. CDI0183P16 for hiring of services of radially available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area, Industrial area etc. for a period of two (2) years.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates (fixed Charge) 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) Driver & helper wages as per MOS dated 24.01.2014
- (c) Material and equipment cost
- (d) PPE cost
- (e) IME (Initial Medical Examination) cost.
- (f) 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, Driver & Helper wages may increase from time to time as notified by statutory authority, Central Govt. and MOS dtd. 24.01.2014 and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory and MOS increase in wage rates of the labours/workers/Driver /Helper appointed 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 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, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our Driver & Helper the existing MOS dated 24.01.2014. This rates may increase from time to time as per MOS dated 24.01.2014 and hereby undertake that in case contract against the subject tender is awarded to me/us, I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such MOS increase in the wage rates of the Driver & Helper appointed by me/us during the entire period of the contract, including extension if any.

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,

1. Authorized Signatory with Seal \_\_\_\_\_  
(Bidder)

Place:-

Date:-



**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**HEAD (CONTRACTS)**  
**OIL INDIA LIMITED**  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDI0183P16**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI0183P16** for **Provision for hiring of services of readily available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years.**

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

**FORMAT OF BID SECURITY (BANK GUARANTEE)**  
**OR ANY OTHER FORMAT ACCEPTABLE TO OIL**

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of Hiring services for **Provision for hiring of services of readily available two (2) trucks , not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX , EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area and Industrial area etc. for a period of two (2) years** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI0183P16.**

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 well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

\* \* Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Bid.

**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

<b>a.</b>	<u>Name of the Bidder / Firm:</u>				
<b>b.</b>	<u>Registered postal address with PIN code:</u>				
<b>c.</b>	<u>Telephone No:</u>				
<b>d.</b>	<u>Mobile No:</u>				
<b>e.</b>	<u>E-mail ID:</u>				
<b>f.</b>	<u>Fax No:</u>				
<b>g.</b>	<u>Contact Person:</u>				
<b>h.</b>	<u>Contact person's contact No:</u>				
<b>i.</b>	<u>PAN No:</u>				
<b>j.</b>	<u>Bidder's Bank details:</u>	Name:  Address:  A/c Type:  A/c No.:  IFSC/RTGS Code:  NEFT Code:			
<b>k.</b>	<u>EMD / Bid Security Details:</u>				
	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)				
<b>l.</b>	<u>VAT Regn. No.</u>				
<b>m.</b>	<u>Service Tax Regn. No.</u> (If not available then to be submitted on issuance of LOA)				
<b>n.</b>	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)				
<b>o.</b>	Vendor code with OIL (if available)				

Signature: \_\_\_\_\_

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

**STANDARD 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**  
**DULIAIJAN – 786602**  
**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. ....

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

**Contd.....P/2**

**Page No.2**

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**

FORMAT FOR UNDERTAKING  
(IN TERMS OF BRC CLAUSE NO. (VII) OF TENDER NO. CDI0183P16)

To  
HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CDI0183P16

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. CDI0183P16 for hiring of services of radially available two (2) trucks, not earlier than Vintage 2008, TATA /SK 1613/TC/32 CAB SR BOX, EURO-II or equivalent with the fittings for 8 feet high strong netting on the three sides with labourers for collection and disposal of Municipal Solid Waste (MSW) from Duliajan OIL township, Operational area, Industrial area etc. for a period of two (2) years.

I/We, the afore mentioned Bidder against the subject tender, hereby declare that I /we will place brand new vehicles (purchased & registered after issue of LOA) within 90 days from the date of issue of LOA.

Yours faithfully,

1. Authorized Signatory with Seal \_\_\_\_\_  
(Bidder)

Place:-

Date:-