



OIL INDIA LIMITED
(A Govt. of India Enterprise)

CONTRACTS DEPARTMENT
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

Sub: IFB No. CDI3986P20 – Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan.

Dear Sir(s),

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **“Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan.”** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDI3986P20
(ii)	Type of Bidding	:	Online – Single-Stage Two-Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in OIL’s e-Procurement Portal
(iv)	Technical Bid Opening Date & Time	:	As mentioned in OIL’s e-Procurement Portal
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
(vii)	Bid Opening Place	:	Office of CGM-Contracts(HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	120 days from actual date of Bid Closing
(ix)	Mobilization Time	:	NIL
(x)	Bid Security Amount	:	Rs. 2,65,100.00 Note:

		a. The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized/Scheduled Bank. b. Alternately, Bid Security can also be paid through the online payment gateway against this tender. c. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>CGM-CONTRACTS(HoD)</u> on or before 12.45 p.m. (IST) on the bid closing/opening date otherwise bid will be rejected. d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company. <u>Notes:</u> Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para No. 6.0 below along with technical bid. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.)
(xi)	Bid Security Validity	: As mentioned in OIL's e-Procurement Portal
(xii)	Original Bid Security to be submitted	: Office of CGM-CONTRACTS(HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xiii)	Amount of Performance Security	: 7.5% of annualized contract value.
(xiv)	Validity of Performance Security	: 90 days beyond contract period/duration
(xv)	Duration of the Contract	: 05 (Five) years.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization	: Refer General Conditions of Contract
(xvii)	Integrity Pact	: Must be digitally signed & uploaded along with the Techno-commercial Bid. / Not Applicable.
(xviii)	Bids to be addressed to	: CGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	: Not Applicable

(xx)	Last Date of receipt of Queries	:	Not Applicable
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3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Jagmohan Garg, Ex-Vigilance Commissioner and Shri Rudhra Gangadharan, IAS(Retd.) as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors **for any matter relating to the IP** at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
- b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC;
E-Mail id: jagmohan.garg@gmail.com
- c. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture;
E-Mail id: rudhra.gangadharan@gmail.com

4.0 A. Bid Security: Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or submission of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VII).**

B. Performance Security: In case the bidders submit performance Security in the form of Bank Guarantee, then the BG should be issued by any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VI).**

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Tender / Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

5.1 In order to bid for OIL e-tenders all the bidders are required to obtain a legally valid Digital Certificate Class 3 [Organization] along with Encryption Certificate as per

Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

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.

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.

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.

5.2 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

5.2.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

5.2.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

5.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.4 Details of process for submission of 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>).

5.5 The link to OIL's E-Procurement portal has been provided through OIL's web site (www.oil-india.com).

6.0 EXEMPTION OF BID SECURITY:

In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

6.1 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

6.2 Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

6.3 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.

6.4 Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

7.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's e-procurement site only except 'Original Bid Security' (if submitted in the form of BG) which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No./E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to CGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected.**

Additionally, following documents are to be submitted in hard form:

- a) Power of Attorney for signing the bid.
- b) Printed catalogue and Literature, if called for in the tender.
- c) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 p.m. (IST) on the technical bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the CGM-Contracts(HoD) in presence of the authorized representatives of the bidders.

- iii) If the digital signature used for signing is not of “Class - 3” with Organizations name, the bid will be rejected.
- iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) (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 debar from participation in future tenders, at the sole discretion of the company.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.
- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) 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 Technical Bid.
 - A. 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 copy of GST Registration Certificate.
 - B. 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 copy of GST Registration Certificate.
 - C. 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 copy of GST Registration Certificate.
 - D. 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 copy of GST Registration Certificate.
 - E. 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 copy of GST Registration Certificate.
 - F. 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 copy of GST Registration Certificate.

- G. 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 copy of GST Registration Certificate.
- ix) 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.
- x) The Bid Security / Performance Security Money shall not earn any interest.
- xi) 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.
- xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- xiii) **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 put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- xiv) **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 dealt as per the Banning Policy (available in OIL's website) of Company.
- xv) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

With regards to this, the bidder has to provide an undertaking also as per the format attached in **PROFORMA-IX.**

- xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.
- xvii) **The tender will be governed by:**

Forwarding Letter
 Instruction to Bidders
 BEC-BRC- Bid Evaluation Criteria & Bid Rejection 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
 Annexures & Proformas
 Price Bidding Format

xviii) **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 bidder's 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.**

xix) The tender is invited under SINGLE-STAGE TWO-BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

SCREEN SHOTS:

Go to this Tab **"Notes and Attachments"** for Uploading "Priced Bid"

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above.

Note:

- The "Technical Bid" shall contain all techno-commercial details **except the prices.**
- The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

8.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE

The rates / costs quoted by bidders against the e-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information** under **“RFx Information”** Tab Page is **“No price”**, the bidders shall have to enter the **Total Cost (including GST)** as per their price bid in the data field **“Total Bid Value”** under **“RFx Information”** Tab Page in addition to uploading their pricing as per the **“Price Bid format”** under **“Notes & Attachment”** Tab Page.

Create RFx Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) Technical RFx Response | [Close](#)

RFx Response Number 60038748 RFx Number 1396 Status In Proce
RFx Owner BHARALI Total Value 0.00 INR RFx Response Version Nu

RFx Information | Items | Notes and Attachments | Conditions

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment:

Total Bid Value:

“Total Bid Value” is mandatory in “No Price” RFx only.

“Total Bid Value” considering all the taxes & duties.

The Total Amount (inclusive of GST) as entered by the bidders against “Total Bid Value” in their on-line response shall be displayed in the e-tender portal amongst the bidders whose price bids have been opened and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the Price Bid Format.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(RITUPARNA SHARMA)
SR. MANAGER - CONTRACTS
For **CGM – CONTRACTS(HoD)**
For **RESIDENT CHIEF EXECUTIVE**

-----**END OF FORWARDING LETTER**-----

INSTRUCTIONS TO BIDDERS (ITB)

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 Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- 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) Annexures & Proformas
- k) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- l) Technical Evaluation Sheet for BEC-BRC & others

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 without seeking any clarifications.

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 uploaded in OIL's E-Tender Portal in the Tab “Technical RFx” and External Area – “Amendments” folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

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 official and notarized 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 BEC / BRC 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 Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
(Bidders can submit bid security on-line through OIL's electronic Payment Gateway)
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(ies) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.

(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 bidder must quote their price as per the attached "PRICE BIDDING FORMAT" under **"Notes and Attachments"** tab. Any other format will not be considered for evaluation.

Bidder must include all liabilities except GST in their quoted rates and indicate the applicable GST percentage separately as per the "PRICE BIDDING FORMAT". 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.

The bidder shall also have to enter the **Total Cost (including GST)** as per their price bid in the data field **"Total Bid Value"** under **"RFx Information"** Tab Page in addition to uploading their pricing as per the "Price Bid format" under "Notes & Attachment" Tab Page.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for **120 (One Hundred Twenty) days** from the actual date of bid closing.

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 (e-mail or by Fax). 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 The tender is processed under **Single-Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

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 /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 a.m. (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 p.m. (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. 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 debar 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.

13.0 BID OPENING AND EVALUATION:

13.1.1 The Technical 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.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

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 Bids which have been withdrawn pursuant to Clause 11.0 will not be allowed to be opened by the system. 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 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

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

14.4 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.

14.5 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 02 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 Nationalized 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. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

19.3 The Contractor, after signing of the formal contract and before issue of Work-order, will have to submit documentary evidence i.e. Copy of Insurance Policy under Employee Compensation Act, 1923; Original money receipt of Premium paid and a copy of the Labour License for the particular Contract as per the Contract Labour Rules, 1971 for the workers engaged under the Contract during the contract period including extension, if any.

19.4 This Performance Security must be valid for **03 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.

19.5 The "Performance Security" will be refunded to the contractor after **03 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.

19.6 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 bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

-----**END OF INSTRUCTION TO BIDDERS**-----

BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC - BRC)

A. BID EVALUATION CRITERIA:

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

- (i) **Technical Criteria:** Bidder must have experience of successfully completing at least one SIMILAR work of minimum value **Rs. 1,32,51,000.00 (Rupees One Crore Thirty-Two Lakh Fifty-One Thousand only)** with PSUs / Central Govt. / State Govt. Organization in previous 7 (seven) years reckoned from the original bid closing date.

Notes to Clause (i) above:

1. **"SIMILAR work"** mentioned above means - Experience in handling any type of labour supply contracts involving minimum 20(Twenty) labours.
2. For proof of requisite experience of **SIMILAR work**, **self-attested** photocopies of following documents must be submitted along with the bid:

(I) Certificate issued by PSUs / Central Govt. / State Govt. Organization, showing:

- (a) Contract number,
- (b) Gross value of job done,
- (c) Contract start and completion date,
- (d) Numbers of labours involved.

(II) Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the contract against Clause No. A (i).

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

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

3. **SIMILAR work** executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.
4. If the prospective bidder is executing **SIMILAR work** which is still running and the job executed prior to original bid closing date satisfies the minimum value prescribed in the Clause No. A (i), then such experience will also be taken in to consideration provided that the bidder submits last certificate of payment along with work order/contract document (showing

numbers of labours involved) of the running contract. Furthermore, they have to submit a Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the running contract.

(ii) **Financial Criteria:**

a. Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **Rs. 1,32,51,000.00 (Rupees One Crore Thirty-Two Lakh Fifty-One Thousand only)**.

b. **Net worth** of bidder must be positive for preceding financial /accounting year.

Note: The Net worth to be considered against above clause should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

Notes to Clause (ii) above:

1. For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the bid: -

a. A certificate issued by a practicing Chartered / Cost Accountant* (with Membership Number and Firm Registration number), certifying the Annual turnover & net worth as per format prescribed in **PROFORMA-I**.

OR

b. Audited balance Sheet along with Profit & Loss account.

*Note:

- Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
- In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statement for the financial yearhas actually not been audited on original bid closing date', as per format prescribed in **PROFORMA-X**.

3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **1.** and **2.** Above
- (iii) Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
 - (iv) Bidders are required to quote Profit, Establishment & Handling charge and GST in percentage in the spaces provided in Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
 - (v) **Price Bids of techno-commercially qualified bidders will be evaluated on overall lowest cost basis (L-1 offer) inclusive of Profit, Establishment & Handling charge and GST as per the PRICE BID FORMAT.**
 - (vi) Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
 - (vii) If there is any discrepancy between the quoted rates and the total price, the quoted rates will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
 - (viii) The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
 - (ix) The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
 - (x) Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
 - (xi) In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

B. BID REJECTION CRITERIA (BRC):

- (i) The bids are to be submitted in single stage 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- (ii) Profit, Establishment, Handling Charges quoted by the successful bidder must remain firm during the entire period of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- (iii) 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.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

For availing EMD exemption, the interested MSE Bidders must ensure that their technical offer must include a valid copy of relevant MSE Certificate issued by appropriate authority. If the technical offer does not include a valid copy of relevant MSE Certificate, then the Bid without EMD shall be rejected.

- (iv) Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- (v) Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- (vi) 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.
- (vii) 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 (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- (viii) Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- (ix) Bids are invited under **Single-Stage Two-Bid System**. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly 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 Specifications of the tender under "Technical Attachment" Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under "Notes and Attachments".
- (x) Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- a. Firm price
- b. EMD / Bid Bond
- c. Period of validity of Bid
- d. Price Schedule
- e. Performance Bank Guarantee / Security deposit
- f. Delivery / Completion Schedule
- g. Scope of work
- h. Guarantee of material / work
- i. Liquidated Damages clause
- j. Tax liabilities
- k. Arbitration / Resolution of Dispute Clause
- l. Force Majeure
- m. Applicable Laws
- n. Specifications
- o. Integrity Pact

- (xi) There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- (xii) Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.
- (xiii) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- (xiv) The bidders must quote the profit, establishment & handling element in percentage terms only where the lower ceiling of the margin is 5.00% (Five Percent) and the upper ceiling is 10.00% (Ten percent) and the value up to two decimal places will only be considered. Bidder quoting below 5.00% and above 10.00% 'profit, establishment and handling' charge will be summarily rejected.

C. GENERAL:

- (i) In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.
- (ii) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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 evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- (iii) If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- (iv) Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- (v) 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.
- (vi) The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

-----**END OF BEC & BRC**-----

PART-I: GENERAL CONDITIONS OF CONTRACT (GCC)

A. DEFINITIONS: In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

WITNESSETH:

1.0 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 **Materials godown /yard areas under Materials Department of OIL in Duliajan.**

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

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said

term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

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

2.0 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.

3.0 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 expense.

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

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

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

4.0 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.

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

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

- i) The Mines Act, 1952.
- ii) The Minimum Wages Act, 1948.
- iii) The Employee's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Payment of Gratuity Act, 1972.
- vii) The Contract Labour (Regulation & Abolition) Act, 1970.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) The Employee State Insurance Act, 1948.
- xi) The Code on Wages, 2019.
- xii) GST Act.
- xiii) The Finance Act, 1994.
- xiv) Income Tax Act, 1961 (Specifically relating to TDS liabilities under Chapter XVII-B).
- xv) Assam Professional Trades, Callings and Employment Taxation Act, 1947 and its Rules as amended.

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

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

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

i) Contractor shall upload a Unified Annual Return in the Form XXIV in compliance with Rule 82 (1) of the Contract Labour (Regulation & Abolition) Central (Amendment) Rules, 2017 on the web portal of the Ministry of Labour and Employment on or before the 1st day of February following the close of the year to which it relates.

ii) The Contractor shall, within fifteen days of the commencement and completion of the contract work submit a return to the Inspector, appointed under section 28 of the Contract Labour (Regulation & Abolition) Central Rules, 1971 intimating the actual date of the commencement or, as the case may be, completion of such contract work in Form VII, and provide a copy of the same to OIL.

iii) A Statement to the principal employer showing the recoveries of contribution in respect of employees employed by him within seven days of every month under Para 36-B of the Employees Provident Fund Scheme, 1952.

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

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

8.0 "The duration of the contract shall be **5 (Five) years** from the contract commencement date mentioned in the LOA." The Contractor must complete the work abiding by the time frame as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. 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.

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

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

11.0 The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.

Payment will be made, not often than monthly, up to **100%** 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.

Note: All Invoices are to be sent to the following address:

HoD – Materials
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.

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

Abolition) Act. A copy of the Application in Form II for obtaining the license under the Contract Labour (Regulation & Abolition) Act will be submitted to Oil India Limited for issuing Form III. After obtaining Labour license a copy of the same shall have to be submitted to OIL prior to commencement of the work.

13.0 The Contractor shall not engage any Sub-Contractor.

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

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

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

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

16.0 C. The Contractor shall issue an Employment Card in Form XII (Annexure-1) prescribed in The Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 to every contract labour employed by him within three days of the employment of the worker under the Contract as per the Contract Labour (Regulation and Abolition) Central Rules, 1971. A copy of such Employment Card issued to each contract labour must be submitted to the Company before the commencement of work.

17.0 OIL shall provide PPE item(s) to Listed WCLs engaged the contractor, as per the requirement and contractor shall ensure that all men engaged by him/her use proper PPE while at work in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow to work those men who are not in proper PPE.

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

19.0 The Contractor shall deploy the contract labours who are particularly & specifically identified, experienced and expert in OIL's work, whose names shall be provided to the successful party (contractor) along with the work order by the user department.

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

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

22.0 SPECIAL CONDITIONS:

- a) The PBG /Security Deposit shall be released after 3 (three) months from the completion of the contract as certified by the concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment at the discretion of the Company.

23.0 SPECIAL INSTRUCTION:

[A] Listed –I WCLs shall be entitled to the following wages and benefits:

- (a) Wages: A total amount of Rs. 1036.02/- per day shall be paid to the Listed-I WCLs, which includes basic & all allowances.
- (b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities in respect of listed WCLs.
- (c) Holidays: In addition to the 16 (Sixteen) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's Birthday/Gandhi Jayanti, Maharishi Balmiki's Birthday, Holi/Dol Yatra, Janmastami, Bohag Bihu, Buddha Purnima, Durga Puja, Kati Bihu, Magh Bihu/Makar Sankranti, Ganesh Puja, Diwali/Kali Puja & Christmas Day admissible to the listed-I WCLs, additional holiday if any declared under Negotiable Instrument Act by the Govt., which is implemented at OIL, shall also be admissible to the Listed-I WCLs as paid holidays.
- (d) Leave with wages: A total numbers of 21 (Twenty-one) days in a calendar year shall be admissible to the Listed-I WCLs as leave with wages, which is to be extended by the contractors.
- (e) Wages on Rest days (Rs. 1036.02/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-I WCLs will not be paid for such holiday except as admissible under Clause (c) above.
- (f) Overtime allowance: Overtime allowance shall be paid to the Listed-I WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.
- (g) Annual Increment: These Listed-I WCLs will be entitled for 2% annual increment of basic pay from 1st January of each year.
- (h) Casual Leave: 07(Seven) days Casual Leave with wages per annum in a calendar year shall be admissible to the Listed-I WCLs which cannot be combined with leave with wages.

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

- (a) Wages: A total amount of Rs. 995.79/- per day shall be paid to the Listed-II WCLs, which includes basic & all allowances.
- (b) Provident Fund (PF): OIL shall directly discharge the responsibility for deduction of PF amount from the wages of contract workers and depositing the same with the PF authorities in respect of Listed-II WCLs.
- (c) Holidays: In addition to the 09 (Nine) paid holidays viz Republic Day, Independence Day, Mahatma Gandhi's Birthday, Bohag Bihu, Durga Puja, Magh Bihu, Ganesh Puja, Diwali & Kati Bihu admissible to the Listed-II WCLs, additional holiday if any declared

under Negotiable Instrument Act by the Govt., which is implemented at OIL, shall also be admissible to the Listed-II WCLs as paid holidays.

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

(e) Wages on Rest days (Rs. 995.79/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-II WCLs will not be paid for such holiday except as admissible under Clause (c) above.

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

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

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

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

(a) Wages: A total amount of Rs. 995.79/- per day shall be paid to the Listed-III WCLs, which includes basic & all allowances.

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

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

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

(e) Wages on Rest days (Rs. 995.79/-): Intervening national & festival holidays shall be deemed to be the working days for the purpose of calculation of six consecutive working days to be eligible for the weekly rest day wages. However, these Listed-III WCLs will not be paid for such holiday except as admissible under Clause (c) above.

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

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

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

[D] BONUS: Contractor shall have to pay yearly bonus @16% of wages to the WCLs subject to a maximum wage ceiling of Rs. 7000/- per month per WCL i.e. maximum of

Rs. 13440/- per year per WCL on Company's advice which will be reimbursed by the Company on submission of documentary evidence. The contractor will be paid 2% as handling charge for disbursing the bonus.

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

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

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

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

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

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

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

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

25.0 ISSUE OF WAGE SLIP: Contractor will issue wage slip in Form XIX in compliance with the provisions of Rule 78(1) (b) under The Contract Labour Rules,

1971 (enclosed as Annexure-2) to their Listed WCLs for the billing month along with the wages indicating wages paid and applicable deductions like P.F. etc.

26.0 MAINTENANCE OF RECORDS AND REGISTERS: Contractor shall have to maintain all the records and registers in Form A, Form B, Form C, Form D & Form E prescribed in The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 & The Contract Labour (Regulation and Abolition) Central Rules, 1971. Contractor shall ensure that the applicable wages are disbursed to the WCLs and must compulsorily submit the Wages Register to Head of controlling department /concerned Department within 10th of each month for certification.

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

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

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

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

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

30.0 Payments are to be made to the labourers by the contractor through an Account Payee Cheque/ E-banking / Digital Mode (cashless transaction) only.

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

32.0 Single Overtime (SOT) rates shall be applicable for the work done beyond the normal working hours up to one hour, i.e. for the work done beyond 8 (eight) hours up to 9 (nine) hours in a day. For the work done beyond 9 (nine) hours in a day, Double Overtime (DOT) rates shall be applicable.

33.0 ARBITRATION:

33.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):

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

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 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.

b) The number of arbitrators and the appointing authority will be as under:

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

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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.

j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

l) 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.

33.2 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, Deptt. 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 33.1 & 33.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

34.0 FORCE MAJEURE:

34.1 In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane,

sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

34.2 Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

34.3 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.

35.0 TERMINATION

35.1 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.

35.2 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 34.0 above.

35.3 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.

35.4 TERMINATION OF CONTRACT DUE TO FIRM/ CONTRACTOR'S DEFAULT:

a. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 7 (seven) days notice in writing to the Contractor and in the event of Company's so doing the clause 5.0 of the Contract shall prevail and the accounts between the parties will be in accordance therewith finalised.

b. Conditions leading to the termination of contract:

If the Firm/Contractor

- i) Fails to make timely payment of wages to the contract workers, or
- ii) Contravenes any provision of the Labour Acts/Rules applicable to him.

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

35.5 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to 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.

35.6 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.

35.7 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.

35.8 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 35.1 to 35.7 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.

36.0 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.

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

36.2 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.

37.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

38.0 SET OFF CLAUSE:

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

39.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

40.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

41.0 LIQUIDATED DAMAGES:

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

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

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

42.0 SUBCONTRACTING:

Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party.

43.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority

which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

44.0 LIABILITY:

44.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

44.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

44.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

44.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

44.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

44.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

44.9 LIMITATION OF LIABILITY

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

45.0 CONSEQUENTIAL DAMAGE:

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

46.0 INDEMNITY AGREEMENT:

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

46.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character,

without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

46.3 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of violation of any statutory Labour Laws, and its Rules in connection with and during the course of the contract.

Note: The Successful Bidder (Contractor) shall have to furnish an Indemnity Bond in favour of OIL as per the format attached as Annexure-3

47.0 APPLICABLE LAW:

47.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

47.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

48.0 TAXES:

48.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

49.0 SUBSEQUENTLY ENACTED LAWS:

49.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

49.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

49.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

49.4 Notwithstanding the provision contained in clause 49.1 to 49.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

49.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

50.0 GOODS AND SERVICES TAX:

50.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

50.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or

UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

50.4.1 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

50.5 Where the OIL is entitled to avail the input tax credit of GST:

50.5.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

50.5.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

50.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:

50.6.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

50.6.2 The bids will be evaluated based on total price including **GST**.

50.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

50.8 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

50.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

50.10 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

50.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

50.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

50.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

50.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

50.15 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

50.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/ taxes finally assessed is on the lower side.

50.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

50.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

50.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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

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

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

Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential

(in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

50.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

50.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

50.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

50.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

50.25 Documentation requirement for GST:

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

Any invoice issued shall contain the following particulars:

- a. Name, address and GSTIN of the supplier;
- b. Serial number of the invoice;
- c. Date of issue;
- d. Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam: 18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

- e. Name and address of the recipient and the address of the delivery, along with the State and its code,
- f. HSN code of goods or Accounting Code of services[SAC];
- g. Description of goods or services;
- h. Quantity in case of goods and unit or Unique Quantity Code thereof;
- i. Total value of supply of goods or services or both;
- j. Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k. Rate of tax (IGST, CGST, SGST/ UTGST, cess);

- l. Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
 - m. Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n. Address of the delivery where the same is different from the place of supply and
 - o. Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

50.26 ANTI-PROFITEERING CLAUSE:

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

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

51.0 WITHHOLDING:

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a. For non-completion of jobs.
- b. Contractor's indebtedness arising out of execution of this Contract.
- c. Defective work not remedied by Contractor.
- d. Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e. Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f. Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g. Damage to another Contractor of Company.
- h. All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i. Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-

hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i Order issued by a Court of Law in India.
- ii Income-tax deductible at source according to law prevalent from time to time in the country.
- iii Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv Any payment due from Contractor in respect of unauthorized imports.
When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

52.0 PERFORMANCE SECURITY:

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract.

Note: If the performance security is submitted in the form of bank guarantee then in the event of extension of the contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

53.0 NOTICES:

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

Company

a) For contractual matters

CGM-Contracts(HoD)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in

b) For technical matters

HOD-Materials
OIL INDIA LIMITED
PO DULIAJAN - 786602,
ASSAM, INDIA
Email: materials@oilindia.in

Contractor

Phone No.:

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

-----**END OF GCC**-----

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

Service Line No.	Description of Service	UOM	Quantity	Rate (Rs.)
10	Supply of Listed-I Labour	Man days	73447	1036.02
20	Single O.T. for Listed-I Labour	Hours	52500	46.46
30	Double O.T. Listed-I Labour	Hours	122500	227.41
40	Holiday O.T for Listed-I Labour	Hours	17640	113.71
50	Supply of Listed-III Labour	Man days	9135	995.79
60	Single OT for Listed-III Labour	Hours	5355	44.66
70	Double OT for Listed-III Labour	Hours	12500	218.58
Profit, Establishment, Handling Charges		Percentage	Only quote in Price Bid Format - Not Here	

Applicable Profit Range will be as follows:

Lower Limit (Minimum) =5%

Upper Limit (Maximum) = 10%

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

Bidders must include all liabilities including statutory liabilities except GST in their quoted rate. However, GST rate to be quoted in the respective places in the Price Bid Format.

-----**END OF SOQ**-----

PART-III: SPECIAL CONDITIONS OF CONTRACT (SCC)

A. Scope of Work:

1. Latching/Unlatching of wagons at the time of loading/unloading of Materials from wagons.
2. Manual loading/unloading/shifting/stacking of Materials including bagged chemicals at loading/unloading point.
3. Handling of loose cement/Barytes/Bentonite and other bagged chemicals by collecting, sweeping, screening, re-bagging, weighing as required, stitching and stacking and throwing of unsuitable/lump materials and empty bags thereof.
4. Handling of other stores, i.e. MS wire/rods/plates/timbers/lube oil cask etc. of all sizes removing from existing stack/portion etc., tying into bundles, if required, weighing and re-stacking.
5. Servicing of various sizes of casing joints at stores yard as per following:
 - a. Gauging with drift gauges in both direction and disposing of drift and scale.
 - b. Bringing each joint to the top layer of the rack.
 - c. Removing the coupling and thread protectors and thoroughly cleaning and greasing of all threads to full extent (grease will be provided by Company).
 - d. Measuring length of each joint and painting well number and location at two places on each joint with serial number and length of each joint (Paints will be supplied by Company).
6. Re-servicing of casing joints at well site as per following:
 - a. Gauging with drift gauge in both direction and disposing of drift and scale.
 - b. Removing the couplings and thread protectors and thoroughly cleaning and greasing of all threads to full extent (Grease and transportation of man and materials to and from well sites will be provided by Company).
 - c. Numbering of casings if required.
7. Making tally sheet of pipes/casing as per Company's format.
8. Cutting of MS straps and spreading/rolling of casing/line pipes on the racks.
9. Handling of liquid chemicals and lube oil drums and decanting into empty drums/jars/carboys, if required, shifting/stacking on the racks.
10. Handling of acid by decanting from tanker/acid tank and filling into empty Drums/jars/carboys.
11. Receiving of Lube oil Drums, checking of the content by shaking the drums, rolling on the racks and stacking properly including dip measurement, resealing as required and decanting as per instruction.
12. Receiving, rolling and stacking of empty lube oil drums.
13. Opening of wooden box/crates of assorted sizes including removal of iron Straps, taking out the contents, laying of the same as directed, removing of packing materials

and stacking of wooden boxes/crates as advised and delivery of the items to Godowns/indentors.

14. Taking weight, uncoiling/measuring of Manila Rope again recoiling and proper stacking.

15. Regular maintenance of Company's Railway track to keep the line in perfect condition, Schedule of maintenance will be as under:

- a. Attention to rundown length to restore the section to good shape and greasing wherever required.
- b. Regular systematic thorough packing from one end to other end.
- c. Cleaning of side & catch water, earthwork repairs to cess and picking up stacks etc.
- d. Any other repair required to keep the line in perfect running condition.
- e. Keeping the line clear of grass, rubbish, earth, dust etc. by regular cleaning and greasing at regular intervals as necessary to keep it in smooth operating conditions.
- f. Sleeper renewal work in track including taking out of old sleeper and inserting new one, fixing all fittings including packing the sleepers and boxing ballast complete.

16. Regular upkeepment of surface drains as required (Minimum once in a week) and cutting of grass/weeds grown on the sides of surface drains and minor repair whenever required.

17. Daily maintenance of flower gardens at Materials Department.

18. Upkeepment the departmental rooms.

B. Special Terms and Conditions:

1. The Contractor has to engage 43 (Forty-Three) number of Labours from the Listed-I category WCL & 05 (Five) number of Labours from the Listed-III category WCL as required under the contract, from the WCLs categorized under operating MOS(s) with OIL.

2. The contractor shall provide Listed WCLs as mentioned above to carry out the jobs on daily basis as per the scope of works indicated above.

3. Any loss incurred by the company due to improper/wrong handling of stores materials is to be borne by the contractor.

4. All the persons engaged by the contractor for carrying out company's operations under this contract shall abide by all safety rules and regulations of the company.

5. The contractor's labourers must be in a fit mental and physical condition and should not be under influence of any intoxication. The contractor's labourers should maintain strict discipline and good order. Any labour indulging in misconduct(s)/found under influence of liquor while on duty or found violating rules and regulations inside the industrial area/work site or not obeying instructions, then contractor has to deal as per signed MOS(s).

6. The services will be required on daily basis throughout the year. The normal service hours being 7.00 A.M to 11.00 A.M & 12.30 P.M to 3.30 P.M.

7. Services may also be required on Sundays/Holidays on emergency requirement.

8. The Contractor or his authorized representative must meet Manager-Materials (Depot), or the authorized representative of HoD-Materials at least once a day for receiving all instruction pertaining to work. Failure on the part of the contractor or his representative to meet Manager-Materials (Depot) for receiving such instructions will be deemed as a failure in providing service as per the instructions.

9. The services will have to render to the entire satisfaction of HoD-Materials or his authorized representative.

C. Responsibilities of the Contractor regarding Compliance of 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. Thus, 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.

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.

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.

-----**END OF SCC**-----

PART-V: Safety Measures (SM)

TO,

**CGM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Safety Measures

Description of work/service:

Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Date _____

M/s _____

Yours Faithfully,

FOR & ON BEHALF OF BIDDER

-----**END OF SM**-----

PART-VI: 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 **"Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan."**

(IFB No. CDI3986P20)

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

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion

is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

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

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

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

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

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

(7) If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Place:

Witness 1:

Date:

Witness 2:

-----**END OF IP**-----

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH In INR (Rs.) Crores

Place:

Date:

Seal:

Membership Code & Registration No.:

Signature

BID FORM

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

Sub.: IFB No. CDI3986P20

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 quoted in the Price Bid Format 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 submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 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:

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

Signature of Bidder: _____

Name: _____

NOTE:

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

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
CGM – CONTRACTS(HoD)
OIL INDIA LIMITED
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: **OIL's IFB No. CDI3986P20**

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. **CDI3986P20** for **“Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan.”**

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: _____

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

a.	<u>Name of the Bidder / Firm:</u>		
b.	<u>Registered postal address with PIN code:</u>		
c.	<u>Telephone No:</u>		
d.	<u>Mobile No:</u>		
e.	<u>E-mail ID:</u>		
f.	<u>Fax No:</u>		
g.	<u>Contact Person:</u>		
h.	<u>Contact person's contact No:</u>		
i.	<u>PAN No:</u>		
j.	<u>Bidder's Bank details:</u>	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:	
k.	<u>EMD / Bid Security Details:</u>		
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	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 BG)		
l.	<u>GST Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
m.	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)		
n.	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,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Contd.....P/2

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ 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 said Bank this ____ day of _____ 20_____.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the 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.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Contd.....P/2

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD / BC / BG for Rs. _____ (being 10% of Contract value).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- | | |
|--------------|--|
| (a) PART-I | indicating the General Conditions of this Contract; |
| (b) PART-II | indicating the Schedule of work, unit, quantities & rates; |
| (c) PART-III | indicating the Special Conditions of Contract; |
| (d) PART-V | indicating the Safety Measures. |

Contd.....P/2

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

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

For and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking to be submitted by Bidders towards submission of authentic information/documents as per **Clause No. xv under Important Notes of the Forwarding Letter** of tender document (To be typed on the letter head of the bidder)

Ref. No.: _____

Date: _____

Sub.: Undertaking of authenticity of information/documents submitted

Ref.: Your tender No. CDI3986P20

To,
The CGM-Contracts(HoD)
Contracts Department,
OIL, Duliajan

Sir,

With reference to our quotation against your above referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref.: Note '2.' under Clause (ii) Financial Criteria of BEC-BRC of
Tender No. CDI3986P20**

I _____ the authorized signatory(s) of _____
(Company or firm name with address) do hereby solemnly affirm and declare /
undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

FORM XII

[Under rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971]
Employment Card

A. Name Contractor:

A1. LIN/PAN No. of the contractor:

A2. Email Id of the contractor:

A3. Mobile No. of the contractor:

B. Nature and location of work:

C. Name of Principal Employer:

C1. LIN/PAN No. of the Principal employer:

C2. Email Id of the Principal employer:

C3. Mobile No. of the Principal employer:



D. Name of workmen :

D1. UAN/Aadhaar No.:

D2. Mobile No. :

1. Serial number in the register of workmen employed.....
2. Nature of Designation.....
3. Wages rate (with particulars of unit, in case of piece-work).....
4. Date of commencement of employment.....
5. Remarks.....

Seal and Signature of Contractor

FORM XIX

[See rule 78 (1) (b)]

Wage Slip

Name and address of contractor.....

Name and father's/husband's name of the workman.....

Nature and location of work.....

Name of the workman.....

For the week/fought/month/ending.....

1. Number of days worked.....
2. Number of units worked in case of piece rate workers.....
3. Rate of daily wages/piece rate.....
4. Amount of overtime wages.....
5. Gross wages payable.....
6. Deductions, if any.....
7. Net amount of wages paid.....

.....

Initials of the contractor or his representative.

FORMAT FOR UNDERTAKING
(IN TERMS OF GCC CLAUSE NO. 46.0)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED UNDER NOTARY ACT, 1952
INDEMNITY BOND

WHEREAS, Oil India Limited which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at Duliajan, P.O. & P.S. Duliajan, District-Dibrugarh, Assam, hereinafter referred to as OIL, has entered into a CONTRACT with '.....(name of the contractor), having their Registered Office----- hereinafter referred to as the 'CONTRACTOR, which expression shall unless repugnant to the context include their legal representatives, successors and assigns for (NAME OF THE CONTRACT.....) for a period of....." for a contract value of Rs.---- and on the terms and conditions as set out, inter-alia in the Contract No.....which expression shall include all amendments, modifications and /or variations thereto.

AND WHEREAS, OIL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of OIL in terms of clause 46.1 and 46.3 of the GCC of the Contract.

NOW, THEREFORE, in consideration of the promise, the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL as below:

The CONTRACTOR agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of violation of any statutory Labour Laws, and its Rules in connection with and during the course of the contract.

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

AND THE CONTRACTOR hereby agrees with OIL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of OIL arising from any such contract/case for which OIL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

Contd.....P/2

Page No.2

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

Witnesses

1. (Name)
S/o
Address

SIGNATURE OF CONTRACTOR / AUTHORIZED REPRESENTATIVE

2. (Name)
S/o
Address

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam					
DESCRIPTION OF WORK/SERVICE: "Supply of Listed-I & Listed-III WCLs for material handling job at Materials Godown/Yard of OIL in Duliajan."					
PRICE BIDDING FORMAT : E-TENDER NO. CDI3986P20					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
			A	B	C = A * B
10	Supply of Listed-I Labour	Man days	73447	1036.02	760,92,560.94
20	Single O.T. for Listed-I Labour	Hours	52500	46.46	24,39,150.00
30	Double O.T. Listed-I Labour	Hours	122500	227.41	278,57,725.00
40	Holiday O.T for Listed-I Labour	Hours	17640	113.71	20,05,844.40
50	Supply of Listed-III Labour	Man days	9135	995.79	90,96,541.65
60	Single OT for Listed-III Labour	Hours	5355	44.66	2,39,154.30
70	Double OT for Listed-III Labour	Hours	12500	218.58	27,32,250.00
Total ----- (A)					1204,63,226.29
Profit, Establishment, Handling Charges----- (B)		In Percentage	Between 5.00% to 10.00% of (A) →		-
Total (A+B) - exclusive of GST					1204,63,226.29
Applicable GST Rate in (percentage) %		Applicable GST#		Total (Rs.) (inclusive of GST)	1204,63,226.29
*Please select from Drop Down list.					
Note: Applicable Profit Range will be as follows: Lower Limit (Minimum) =5.00% Upper Limit (Maximum) = 10.00% The bidder will be allowed to quote the percentage only upto two decimal places. Bidder quoting below 5% and above 10% will be summarily rejected.					
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST / UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.					
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)					
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.					
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.					
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.					
6. Refer to GCC for details of GST.					
7. Refer to SOQ & SCC for Item detail Description.					
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.					

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer **Clause 8.0** of Forwarding Letter for details.

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. A (i):	Technical Criteria: Bidder must have experience of successfully completing at least one SIMILAR work of minimum value Rs. 1,32,51,000.00 (Rupees One Crore Thirty-Two Lakh Fifty-One Thousand only) with PSUs / Central Govt. / State Govt. Organization in previous 7 (seven) years reckoned from the original bid closing date.			
2	Notes to Clause No. A (i) above:	1. "SIMILAR work" mentioned above means – "Experience in handling any type of labour supply contracts involving minimum 20(Twenty) labours." 2. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid: (I) Certificate issued by PSUs / Central Govt. / State Govt. Organization, showing: (a) Contract number, (b) Gross value of job done, (c) Contract start and completion date, (d) Numbers of labours involved. (II) Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the contract against Clause No. A (i). Note: In case of OIL's Contractor, who had successfully completed Listed/Unlisted (presently known as Listed-I, Listed-II & Listed-III) WCL Contracts in last 07(Seven) years from date of bid closing are exempted to submit			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		Experience Document in support of Clause No. A (i) as mentioned above as well as relevant labour license issued by the office of Labour Commissioner, State/Central Govt. They have to submit any one of the following document (self-attested copy) e.g. Work-order/SES/Completion Certificate of successfully completed Listed/Unlisted (presently known as Listed-I, Listed-II & Listed-III) WCL Contract (executed in OIL) in support of their experience criteria. 3. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC. 4. If the prospective bidder is executing SIMILAR work which is still running and the job executed prior to original bid closing date satisfies the minimum value prescribed in the Clause No. A (i), then such experience will also be taken in to consideration provided that the bidder submits last certificate of payment along with work order/contract document (showing numbers of labours involved) of the running contract. Furthermore, they have to submit a Copy of labour license issued by the office of Labour Commissioner, State/Central Govt. for execution of the running contract.			
3	BEC Clause No. A (ii):	Financial Criteria: a. Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 1,32,51,000.00 (Rupees One Crore Thirty-Two Lakh Fifty-One Thousand only).			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		b. Net worth of bidder must be positive for preceding financial /accounting year. Note: The Net worth to be considered against above clause should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			
4	Notes to Clause No. A (ii) above:	1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: a. A certificate issued by a practicing Chartered /Cost Accountant* (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in PROFORMA- I. OR b. Audited Balance Sheet along with Profit & Loss account. *Note: - Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. - In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same. 2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statement for the financial year have actually not been audited as on original bid closing date as per format prescribed in PROFORMA-X'. 3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para 1. and 2. Above.			
5	BEC Clause No. A (iv):	Bidders are required to quote Profit, Establishment & Handling charge and GST in percentage in the spaces provided in Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
6	BRC Clause No. B (ii):	Profit, Establishment, Handling Charges quoted by the successful bidder must remain firm during the entire period of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.			
7	BRC Clause No. B (iii):	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. Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening. For availing EMD exemption, the interested MSE Bidders must ensure that their technical offer must include a valid copy of relevant MSE Certificate issued by appropriate authority. If the technical offer does not include a valid copy			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		of relevant MSE Certificate, then the Bid without EMD shall be rejected.			
8	BRC Clause No. B (ix):	Bids are invited under Single-Stage Two-Bid System . Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly 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 Specifications of the tender under “Technical Attachment” Tab and the Priced Bid as per the PRICE BID FORMAT attached under “Notes and Attachments”.			
9	BRC Clause No. B (x):	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: a. Firm price b. EMD / Bid Bond c. Period of validity of Bid d. Price Schedule e. Performance Bank Guarantee / Security deposit f. Delivery / Completion Schedule g. Scope of work h. Guarantee of material / work i. Liquidated Damages clause j. Tax liabilities k. Arbitration / Resolution of Dispute Clause l. Force Majeure m. Applicable Laws n. Specifications o. Integrity Pact			
10	BRC Clause No. B (xi):	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
11	BRC Clause No. B (xii):	Bid received with validity of offer less than 120 (One Hundred Twenty) days from the date of Technical Bid opening will be rejected.			