

# OIL INDIA LIMITED

(A GOVT. OF INDIA ENTERPRISE) CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602 TEL: (91) 374-2800548, FAX: (91)  
374-2803549 E-mail ID: [contracts@oilindia.in](mailto:contracts@oilindia.in) Website: [www.oil-india.com](http://www.oil-india.com)

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## FORWARDING LETTER

**Sub:** IFB No. CDI9219P19 For Hiring of Services for Caretaking and Maintenance of OIL's Office cum Transit Accommodation at Zemabawk, Aizawl, Mizoram for 2 (Two) years extendable by 1 (one) year at the discretion of OIL.

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 drilling and exploration activities for hydrocarbons in the state of Mizoram, Oil India Limited has established a transit accommodation-cum-rest house at Zemabawk in Aizawl, Mizoram on lease rent basis for operational convenience of its visiting officials in connection with the ongoing drilling operations in Mizoram. The Company now intends to hire Man-Management Services for Caretaking and Maintenance of the said premise including its security for a **period of two (2) years and extendable by one more year at the discretion of the Company.**

**3.0** Firm competitive Bids under **Single Stage Composite Bid** System are therefore invited **ONLINE** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal> from eligible interested domestic bidders for the aforesaid services. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

|       |                                   |   |  |
|-------|-----------------------------------|---|--|
| (i)   | IFB No. /E-Tender No.             | : | CDI9219P19   |
| (ii)  | Type of Bidding                   | : | Online Single Stage Composite Bid System   |
| (iii) | Tender Fee                        | : | <b>INR 1,000.00</b> (Rupees One Thousand only). <b>Tender Fee should be paid only through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.</b><br><br>Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. 23.0 of ITB , before 03 (three) days of bid closing date. |
| (iv)  | Period of Sale                    | : | <b>18.09.2018 to 06.10.2018 (Till 11:00 am only)</b>   |
| (v)   | Bid Closing Date & Time           | : | <b>09.10.2018 at 11:00 a.m.</b>  |
| (vi)  | Technical Bid Opening Date & Time | : | <b>09.10.2018 at 02:00 p.m.</b>  |
| (vii) | Price Bid Opening Date & Time     | : | <b>09.10.2018 at 02:00 p.m.</b>  |

|        |                     |   |  |
|--------|---------------------|---|--|
| (viii) | Bid Submission Mode | : | Bids must be uploaded online in OIL's E-procurement portal<br><a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>  |
| (ix)   | Bid Opening Place   | : | Office of The CGM(Contracts)<br>Contracts Department,<br>Oil India Limited, Duliajan,<br>Dist.: Dibrugarh, Assam(India)-786602   |
| (x)    | Bid Validity        | : | 90 days from date of Bid Closing   |
| (xi)   | Mobilization Time   | : | <b>Within 2 (two) weeks from the date of receipt of LOA</b>  |
| (xii)  | Bid Security Amount | : | <p><b>Rs. 1,43,000.00</b></p> <p><b>Note:</b></p> <p>(i) The Bid Security should be submitted only in the form of <b>Bank Guarantee</b> (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the <b>online payment gateway</b> against this tender. 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 CGM-CONTRACTS on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p> <p>(ii) No other mode of Bid Security will be accepted other than those two options mentioned above. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>(iii) A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date &amp; time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.</p> <p><b>Notes:</b></p> <p>Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 24.0 of ITB before 03 (three) days of bid closing date.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily</p> |

|         |   |   |   |
|---------|---|---|---|
|         |   |   | 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.) |
| (xiii)  | Bid Security Validity   | : | <b>Upto 14.02.2019 (150 Days from Bid Closing/Opening Date)</b>   |
| (xiv)   | Original Bid Security to be submitted                           | : | Office of The CGM(CONTRACTS)<br>CONTRACTS DEPARTMENT,<br>OIL INDIA LIMITED, DULIAJAN,<br>ASSAM-786602, INDIA  |
| (xv)    | Amount of Performance Security                                  | : | 10 % of annualized Contract value   |
| (xvi)   | Validity of Performance Security                                | : | 3(Three) months beyond the date of completion of contract.  |
| (xvii)  | Duration of the Contract  | : | 02 (Two) years from the date of commencement of the Contract i.e. after completion of mobilization.   |
| (xviii) | Quantum of Liquidated Damage for Default in Timely Mobilization | : | 0.5% of estimated total contract value for delay per week or part thereof subject to maximum 7.5% of estimated total contract value.  |
| (xix)   | Integrity Pact  | : | Must be digitally signed & uploaded along with the Techno-commercial Bid.   |
| (xx)    | Bids to be addressed to   | : | CGM(CONTRACTS)<br>Contracts Department,<br>Oil India Limited, Duliajan-786602,<br>Dist.: Dibrugarh, Assam (India.)  |

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

- 4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**
- 4.2 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.
- 4.3 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. will not be responsible.

- 4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 4.5 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.
- 4.6 The link to OIL's E-Procurement portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**5.0 EXEMPTION OF TENDER FEE:**

- 5.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.
- 5.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.
- 5.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **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](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

**6.0 IMPORTANT NOTES:**

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

- i) **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.
- ii) **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.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished 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.

iv) **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](http://www.oil-india.com).

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

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) 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.

viii) The tender is invited under **SINGLE-STAGE COMPOSITE-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. In Bid opening, both Technical & Priced Bids will be opened.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15-04-2017 14:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

| cFolder Name                        | Category | Description | File Name | Version | Processor | Check |
|-------------------------------------|----------|-------------|-----------|---------|-----------|-------|
| The table does not contain any data |          |             |           |         |           |       |

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

Go to this Tab **"Technical Attachments"** 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.

**7.0 INTEGRITY PACT is applicable against this tender.** OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Appendix-I**. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or decline to submit the Integrity Pact, their bid shall be rejected straightway.

The names of the OIL's Independent External Monitors at present are as under:

- Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India; E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

- b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India;  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner,  
CVC E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(N.J.Saikia)**  
**Dy. General Manager – Contracts (TS)**  
**For Chief General Manager – Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**

## **PART-1**

### **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 BID 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) IFB/Tender No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders (Part-1)
- c) BRC /BEC (Part-2)
- d) General Conditions of Contract (Part-3, Section-I: **GCC**)
- e) Schedule of Work, Unit & Quantities (Part-3, Section-II: **SOQ**)
- f) Special Conditions of Contract (Part-3, Section-III: **SCC**)
- g) Safety Measures (Part-3, Section-IV: **SM**)
- h) Integrity Pact- Not applicable for this tender.
- i) Bid Form (**Annexure- B**)
- j) ~~GST (Appendix-I)~~
- k) **Annexures - A to J.**
- l) Price Bid Format (**Proforma-A**)

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

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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



**4.0 AMENDMENT OF BID 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 the issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFx"** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments to Tender Documents"] 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 notarized English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 **DOCUMENTS COMPRISING THE BID:** Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- (A) TECHNICAL BID (to be uploaded in "Technical Attachments" tab)**
- (i) Bid Documents duly filled as indicated.
  - (ii) ~~Complete technical details / specifications of the vehicles offered with catalogue, etc. as per tender requirement.~~
  - (iii) Documentary evidence established in accordance with BEC/BRC (Part-2).
  - (vi) Scanned copy of Bid Security (in case of BG). Original should be sent to the office of CGM-Contracts as mentioned in the Forwarding Letter.
  - (vii) Duly filled Bid-Form as per Annexure B
  - (viii) Statement of Non-compliance, if any
  - (ix) Integrity Pact
- (B) PRICED BID (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab:**

Price Bidding Format as per **Proforma-A**

**6.0 BID PRICE:**

- 6.1 Prices must be quoted by the bidders as applicable in Price Bid Format.
- 6.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account except as mentioned in bid document.

**7.0 PERIOD OF VALIDITY OF BIDS:**

- 7.1 Bids shall remain valid for **90 days** from the date of Bid Closing date.
- 7.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity.

**8.0 FORMAT AND SIGNING OF BID:**

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.

**9.0 SUBMISSION OF BIDS:**

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

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

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

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

- 9.2 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

## **PART-1: INSTRUCTION TO BIDDERS**

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.

- 9.3 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.
- 9.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.
- 9.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

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

- 10.1 Bids should be submitted on-line up to **11.00AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.
- 10.2 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 dead line.
- 10.3 The documents in physical form as specified must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

### **11.0 LATE BIDS:**

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.

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

- 12.1 Bidders will be permitted by System to make 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 e-Portal. But, no changes would be allowed by the system once the due date & time for submission of bids has been reached.
- 12.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.
- 12.3 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within

validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

**13.0 EXTENSION OF BID SUBMISSION DATE:**

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.

**14.0 BID OPENING AND EVALUATION:**

- 14.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (available in Annexure part of bid documents) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Technical bid is uploaded in the "Technical Attachments" Tab only and no price should be mentioned anywhere under the Technical Attachments.
- 14.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next full working day and time.
- 14.3 OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 14.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 14.3.
- 14.5 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.
- 14.6 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 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.

- 14.7 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.
- 14.8 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.

**15.0 EVALUATION AND COMPARISON OF BIDS:**

- 15.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 15.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**16.0 CONTACTING THE COMPANY:**

- 16.1 Except as otherwise provided in Clause 12.0 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 14.5.
- 16.2 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.

**17.0 AWARD CRITERIA:**

OIL will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and as per award criteria mentioned in BEC / BRC part provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

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.

**19.0 NOTIFICATION OF AWARD:**

19.1 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 that its bid has been accepted.

19.2 The notification of award will constitute the formation of the Contract.

**20.0 PERFORMANCE SECURITY AND SIGNING OF CONTRACT:**

**20.1.1 PERFORMANCE SECURITY**

20.1.1 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.

20.1.2 This Performance Security must be valid for 03 (three) 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.

20.1.3 The "Performance Security" will be refunded to the contractor after 03 (three) 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.

20.1.4 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 Bidding Policy (available in OIL's website) of Company.

**20.2 SIGNING OF CONTRACT:**

20.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

- 29.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

- 22.0** 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.

**23.0 EXEMPTION FROM SUBMISSION OF TENDER FEE (COST OF BID DOCUMENT):**

Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

In case of MSEs/CPSUs/ Government Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence before 07 (seven) days of bid closing date.

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

Central Government Departments and Central Public Sector undertakings are exempted from submitting Bid Security. If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**25.0 DISCOUNTS / REBATES:**

**25.1** Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

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

**26.0 BACKING OUT BY BIDDER:**

**26.1** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 02(two) years from the date of issuance of debarment notice.

**26.2 Backing out by successful bidder/ L1 bidder after issue of LOI/ LOA:** In case LOI / LOA issued is not accepted by the successful bidder / L1 bidder or the Security Money / Performance Security is not submitted as per terms of the tender/ contract within the time specified in the Bid Document, the Earnest Money/ Bid Bond/ Bid Security shall then be forfeited and the bidder/firm shall be debarred for 02(two) years from the date of issuance of debarment notice.

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**PART-2**  
**BID EVALUATION CRITERIA/BID REJECTION CRITERIA (BRC/BEC)**

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

**1.0 GENERAL CONFORMITY:**

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.

**2.0 EVALUATION CRITERIA:**

**2.1 TECHNICAL CRITERIA:**

- 2.1.1 Bidder must have experience of execution of at least **1 (one) SIMILAR** work of minimum value of **Rs. 17,84,100.00 (Rupees Seventeen Lakhs Eighty Four Thousand One Hundred only) under single contract** in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Govt./State Govt./ Central Govt. Enterprise / State Govt. Enterprise / Any E&P Company (Documentary Proof to be submitted).

For proof of requisite experience of **SIMILAR work, self-attested/attested** photocopies of following documents must be submitted along with the Un-Priced Techno-Commercial bid: Contract document / Work order showing details of works supported with completion certificates issued by PSUs / Central Govt. / State Govt. / Central Govt. Enterprise / State Govt. Enterprise / Any E&P Company for the similar work mentioned in BEC Clause no. 2.1.1 above confirming the following:

- a.** Gross value of work done
- b.** Nature of Work done,
- c.** Contract period / Contract start and completion date.

Mere submission of Letter of Intent (LOI) / Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.

**Notes to Clause 2.1.1 above:**

- (i) "**SIMILAR work**" mentioned above means "Experience of providing Caretaking / Operations / Maintenance Services of Guest House/Office/Transit Accommodation etc. including Security Services."

(ii) If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken in to consideration.

(iii) In case the start date of the requisite experience is prior to the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date then such experience will also be taken into consideration.

(iv) If the prospective bidder has executed contract(s) in which SIMILAR work is a component, and value of SIMILAR work executed is equal to or more than the minimum prescribed value in the BEC, then such experience will also be taken into consideration.

(v) **SIMILAR work** executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

vi) Proof of work experience against para (ii), (iii) and (iv) above to satisfy a. Similar work, b. Minimum prescribed value/Qty. c. Prescribed period of 07 years, to be submitted as below:

A) If the requisite experience is against OIL's Contract: Bidder must submit the Break-Up of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date mentioning SES No. and copies of all relevant SES.

B) If the requisite experience is not against OIL's Contract: Bidder must submit the Break-Up of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The Break-Up must be certified by the End-User or a Certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number and Firm Registration Number).

2.1.2 Bidder must have an Office in Aizwal and the detailed mailing address thereof should be categorically furnished in the bid, highlighting the name of the contact person, telephone/mobile number/e-mail id etc., without which the Offer will be rejected.

2.1.3 The bidder must be in a position to deploy around 14 (Fourteen) numbers of personnel of various categories as mentioned in Scope of Work throughout the contractual duration uninterruptedly within 2 (Two) weeks of issue of LOA. Bidder must categorically confirm the same in the Bid.

**2.2 FINANCIAL CRITERIA:**

2.2.1 Annual Financial Turnover of the bidder during any of preceding three financial /accounting years from the original bid closing date as per Audited Annual Reports should be at least **Rs. 10,70,500.00 (Rupees Ten Lakhs Seventy Thousand Five Hundred Only)**.

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

**Notes to Clause 2.2 above:**

a) For proof of Annual Turnover & Net worth (ref. clause 2.2 above) any one of the following document must be submitted along with the bid:

(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE H**

OR

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

b) 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 Statements for the financial year ----- has actually not been audited so far'

c) 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 evidence for the same.

**2.3 COMMERCIAL:**

2.3.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-

commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid 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.

- 2.3.2 If there is any discrepancy between the unit price and the total price, the unit price 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 adopted for evaluation.
- 2.3.3 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.

**3.0 BID REJECTION CRITERIA (BRC):**

- 3.1 The bids are to be submitted in Single Stage Composite Bid system only i.e. Un-priced Techno-Commercial Bid and Price Bid together.
- 3.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as nonresponsive and rejected.
- 3.3 Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. In case of Bank Guarantee, original of the same has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise the Bid (offer) will be rejected.

Any Bid accompanied by bid security with (i) validity shorter than 150 days from the date of original bid closing (in case of BG) and / or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.

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 original Bid Closing i.e. minimum up to 14.02.2019.

- 3.4 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- 3.5 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 3.6 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.
- 3.7 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.
- 3.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 3.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.
- 3.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - (ii) EMD / Bid Bond
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws
  - (xiv) Specifications
- 3.11 Bid received with validity of offer less than 90 (Ninety) days from the date of Bid opening will be rejected.

- 3.12 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightaway rejected.
- 3.13 Bidder must submit an undertaking as enclosed in ANNEXURE-I regarding compliance of Minimum wage, P.F., Bonus & ESIC as per the applicable Acts. Bids submitted without this undertaking will be summarily rejected without assigning any reasons.

**4.0 EVALUATION OF BID:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 4.1 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding GST as per Price Bid Format.
- 4.2 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:
- (a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

- (b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- (c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- (d) Documentation required to be submitted by MSEs:  
Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**5.0 GENERAL:**

- 5.1 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.
- 5.2 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 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.
- 5.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 5.4 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.

- 5.5 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.
- 5.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- .....



**PART-3**  
**SECTION-I**

**DESCRIPTION OF WORK/SERVICES:** Hiring of Services for Caretaking and Maintenance of OIL's Office cum Transit Accommodation at Zemabawk, Aizawl, Mizoram for 2 (Two) years extendable by 1 (one) year at the discretion of OIL.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DEFINITIONS:**

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

"**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;

"**The Contract Price**" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

"**The Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

"**Company**" or "**OIL**" means Oil India Limited;

"**Contractor**" means the Contractor performing the work under this Contract.

"**Contractor's Personnel**" means the personnel to be provided by the Contractor to provide services as per the contract.

"**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.

"**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.

"**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 in OIL's operational areas of Mizoram.

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

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

**2.0** 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 expenses.

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

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

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

**4.0** 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 exparte 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 under noted Acts:

- (i) The Mines Act.
- (ii) The Minimum Wages Act, 1948.
- (iii) The Workman's Compensation Act, 1923.
- (iv) The Payment of wages Act, 1936.
- (v) The Payment of Bonus Act, 1965.
- (vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- (vii) Employees' Pension Scheme, 1995.
- (viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- (ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- (x) GST Act.

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

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

**8.0** The duration of the contract shall be initially for a period of **02 (Two) years** from the commencement of the same i.e. after completion of mobilization. The Contractor must complete the work as mentioned in PART 3; SECTION – 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 economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

**10.0** The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. \_\_\_\_\_ (***Not to be filled up by bidder while submitting the offer in Technical Attachments Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder***) (\_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of **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.

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

**12.0** 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 fenced area.

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

**14.0** The Contractor shall deploy local persons in all works.

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

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

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**18.0 SPECIAL CONDITIONS:**

~~a) The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~

(b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

## **19.0 ARBITRATION:**

### **19.1 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<br>(excluding claim for<br>interest and counter<br>claim, if any) | Number of<br>Arbitrator | Appointing Authority  |
|--|-------------------------|---|
| Up to Rs. 10 Crore   | Sole Arbitrator         | OIL   |
| Above Rs. 10 Crore   | 3 Arbitrators           | One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

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.

**PART-3 SECTION-I ;GCC**

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.

j) In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

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

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

m) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**19.2 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, Dept. 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 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

**20.0 FORCE MAJEURE:**

**20.1** 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.

**20.2** 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.

**20.3** 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.

**21.0 TERMINATION:**

**21.1 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.

**21.2 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 20.0 above.

**21.3 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.

**21.4 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.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

**22.0 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.

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



**22.2** 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.

**23.0 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 before engagement.

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

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

**26.0 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.

**27.0 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 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

**29.0 SUBCONTRACTING:** CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**30.0 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.

**31.0 LIABILITY:**

**31.1** 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.

**31.2** 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.

**31.3** 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.

**31.4** 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.

**31.5** 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.

**31.6** 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.

**31.7** 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.

**31.8** 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.

**31.9 LIMITATION OF LIABILITY:** Notwithstanding any other provisions except only in cases of wilful 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.

**32.0 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.

**33.0 INDEMNITY AGREEMENT:**

**33.1** 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.

**33.2** 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.

**34.0 APPLICABLE LAW:**

**34.1** 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.

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

**35.0 TAXES:** 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.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

**36.1** 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.

**36.2** 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.

**36.3** 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.

**36.4** Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:

- a) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/ sub-sub-contractors and Agents etc.
- b) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- c) 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.

**36.5** 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:

- a) 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.
- b) 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.

### **37.0 GOODS AND SERVICES TAX:**

#### **37.1 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.

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

**37.3** “**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.

**37.4** 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.

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

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

**37.5.1** 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.

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

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

**37.6.1** 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.

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

**37.7** 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.

**37.8** 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.

**37.9** **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**.

**37.10** **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.

**37.11** 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.

**37.12** 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.

**37.13** 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.

**37.14** 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.

**37.15** 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.

**37.16** 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.

**37.17** 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.

**37.18** 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.

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

**37.20** 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.

**37.21** 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.

**37.22** 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.

**37.23** 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.

**37.24** 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.

**37.25 Documentation requirement for GST:**

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;



- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorized representative.

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

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

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

**37.26 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.

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

**38.0 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 withheld 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:

(A) Order issued by a Court of Law in India.

(B) Income-tax deductible at source according to law prevalent from time to time in the country.

(C) 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.

(D) 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.

**39.0** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

**40.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of annualized Contract value) with validity of 03 (Three) months beyond the contract period. 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. 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. This money shall not bear any interest.

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**PART – 3**  
**SECTION - II**  
**SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)**

Bidders are requested to quote their all-inclusive rates strictly as per following format for the services detailed in the Scope of Work:

| <b>Srl. No.</b> | <b>Particulars</b>   | <b>Quantity</b>  | <b>Unit Rate (per month) (Rs.)</b> | <b>Total Amount (Rs.)</b> |
|-----------------|--|------------------|------------------------------------|---------------------------|
| 10              | Lump-sum Monthly Charges for Man-Management Services towards Water Supply, Caretaking, Maintenance and Security of Office cum Transit Accommodation of OIL at Aizawl, Mizoram. | <b>24 Months</b> |                                    |                           |

**NOTE:**

1. The Rate/Charge quoted above is all inclusive charges per calendar month considering the Scope of Work and Terms & Conditions as detailed in the Tender, excluding the reimbursable items (i.e., Srl. No. 4 below) which will be reimbursed by Company at actuals.
2. The Contractor will provide fresh food for the guests/occupants as per Company's standard menu on payment basis, which will be settled by the guest/occupants at the time of checking out at rates limited to the rates fixed by The Company as per Clause 14.0 D (2) of Part 3, Section III.
3. Sanitary/toiletry items like phenol, Dettol, Harpic, Collin spray, Brasso, soap, shampoo & oil etc. will be provided by the Contractor as required without any extra cost to the Company.
4. Cost of Newspapers/Magazines, Laundry Services, Commercial LPG cylinders refills and SAT TV monthly subscription etc. shall be reimbursed extra at actual by Company to the Contractor along with their monthly payment against bill(s) upon submission of receipts/vouchers duly vetted by Admin Officer of OIL or his representative.
5. All applicable taxes, duties & statutory levies excluding GST, if any, shall be to Contractor's account and the same are to be included in the quoted lump sum monthly rate above. Applicable PF, ESI etc. on wage component of Contractor's personnel shall be entirely to Contractor's account. Applicable GST will be OIL's Account.
6. Payment to the Contractor/Service Provider will be made on the basis of actual number of days for which services are availed satisfactorily by the Company on pro-rata basis for any part of a month.
7. The above rate shall remain firm throughout the tenure of contract including extension, if any and is not subject to variation on any account whatsoever. Therefore, while quoting, the Bidder must consider the

prevailing minimum wage rate as per notification issued by Govt. of India and any possible subsequent escalation thereafter.

8. **Tenure of Agreement:** The Contract shall become effective from the date and time as notified by Company through letter of award (LOA) of contract and shall remain valid for an initial period of two (2) years from the date of completion of mobilisation (i.e., the actual date of commencement of services by the Service Provider) of resources by Service Provider, with a provision for further extension upto maximum one year on same rates, terms and conditions at the option of Company. Any extension thereafter shall be on mutually agreed terms and conditions between the parties. However, Company reserves the right to terminate the agreement early, with written notice of minimum seven days (7), without assigning any reasons whatsoever. The Service Provider will be paid for the period of services rendered to Company's satisfaction prior to such termination, if any.
9. **Area of Operation:** Aizawl, Mizoram
10. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

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**PART – 3  
SECTION - III  
SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. Bidder must furnish duly self-attested documents pertaining to PAN, GST Regn. No., Bank details, PF Code, ESIC Code, Vendor Code (for existing OIL vendors only) and Income Tax Exemption Certificate (if applicable).
2. Boarding, transportation, Insurance and medical expenses etc. of contractor's manpower shall be the sole responsibility of the contractor. OIL shall not be responsible for these and shall not bear any cost on these accounts. However, OIL may provide a dormitory within the premises for the Head Cook, cook, caretaker and helper for taking rest.
3. The Company reserves the right to increase or to reduce the services at any point of time during the contract period and consequently the contractor would be paid remuneration on pro-rata basis, if possible. Otherwise, the rates of any such additional/reduced services have to be mutually agreed by both parties, prior to execution.
4. Contractor must submit proof of payment along with his monthly bill without which the bills will not be processed. Contractor must ensure that payments are made to his work-persons on or before 10th of every month for smooth functioning of the Contract.
5. The Contractor must pay his work-persons as per prevailing minimum wage rate as specified by Govt. of India and deposit applicable PF, ESI and GST to the concerned authorities. Any non-compliance of the same will lead to termination of the contract without any written notice.
6. Monthly rate of the contract shall remain firm throughout the tenure of contract including extension, if any and is not subject to variation on any account whatsoever. Therefore, while bidding, the Contractor need to consider the prevailing minimum wage as per notification issued by Central Govt. and also any possible subsequent escalation thereafter.
7. Applicable GST against the contract will be paid by OIL against the GST Number/ invoice of the contractor. Any increase / decrease in the rate of GST will be to OIL's account. All other applicable statutory duties and taxes, if any, will be to the Contractor's account.
8. Contractor must provide Bio data and police verification of all the work-person he / she wishes to engage.
9. Contractor will have to give 1 day's weekly off to each of his work-persons. During their off days, contractor will have to provide reliever work-persons to continue uninterrupted services. OIL will not pay separately against the wages of reliever work-persons. Bidders will need to incorporate this cost in the lump-sum amount while bidding.
10. All work-persons of Contractor will be guided/ governed by the representatives of contractor at site. The contractor will be responsible for the behaviour of his

work-persons. Intoxication and insubordination at workplace by contractor's work-person/s will not be tolerated. Such work-person/s, if any, will have to be replaced with immediate effect by the contractor on receipt of written complaint from representative of OIL.

11. Inner Line Permit (ILP) for the work-persons engaged by the contractor, if any, will be the sole responsibility of the contractor.
12. Security personnel must be well versed in local language of Mizoram and must be able to communicate in either Hindi or English language.
13. Caretaker, Cooks and helpers must be able to communicate in Hindi language. Command over English and any other Indian language will be welcome. Also the caretaker should have decent command over English language so as to maintain records.

**14. (A) SCOPE OF WORK:**

**(i)** The Contractor shall provide complete care-taking & maintenance services including security of the Office cum Transit Accommodation premise of Oil India Limited (OIL) at Zemabawk, Aizawl in Mizoram by deploying their personnel to the satisfaction of Company, in consistent with Company standards and instructions issued by appropriate Company officials from time to time. Maintaining the standard, discipline, decorum and honesty will be of prime importance for the personnel to be deployed by the Contractor. During the currency of this agreement, if situation so warrants, Company may shift its set-up (i.e., the Office cum Transit Accommodation) from Zemabawk to any other suitable location within the township of Aizawl and it will be then obligatory on the part of the Contractor to provide services under this contract at such location without any revision to the rates and service conditions as agreed herein.

**(ii)** The Contractor shall have to engage a total of around fourteen work-persons in various categories as under, including one Supervisor-cum-Caretaker to ensure smooth and efficient functioning/ maintenance of the premise, considering the relievers and statutory off days etc. as per law of the land. However, the actual number of personnel required to be engaged and their duty hours to be so decided by the Contractor that the caretaking services are made available round the clock to Company without compromising with quality throughout the contract period. Details of the services are as below:

**(a) Data entry service (1 No):** Contractor will have to provide 1(One) No. Data entry service to carry out all official data entry / clerical jobs of Company's Office in Aizawl. Minimum educational qualification required will be graduation in any discipline. Also, He / she will have to be proficient in English with good knowledge of basic computer operations e.g. MS-Word, Excel and Power Point. Proficiency in local language and other Indian Languages would be welcome. Duty hours shall be from 8:00 AM to 4:00 PM every day except Sundays and Company declared holidays.

**(b) Supervisor-cum-Caretaker (1 No):** The Contractor will have to engage one Supervisor-cum-Caretaker, who will act as the overall in-charge on behalf of the Contractor for execution of assigned services under the contract. The Supervisor-cum-Caretaker so deployed, should possess sound physical and mental health, having at least 10+2 pass or equivalent educational qualification. He should be

capable of maintaining records in English and should be conversant with basic uses of computer. He will be required to maintain inventory of the Office cum Transit Accommodation including soft furnishing, various records/registers as necessary and as may be instructed by Company from time to time. He must be available over phone/ mobile on round the clock basis for any instruction and to take booking of guests/officers from Exploration Basin Office at Duliajan. Company will not reimburse any cost towards maintenance of such mobile/ telephone. The Supervisor-cum-Caretaker should be capable of maintaining due decorum/discipline and coordinating amongst other employees of the Contractor in the premise for smooth job execution. He should be able to communicate mainly in Hindi language. Proficiency in English and other Indian Languages would be welcome.

**(c) Head Cook & Cook (1 Each):** The Contractor shall engage minimum one Head Cook and one Cook having good culinary expertise / skills for making fresh wholesome meals (tea, breakfast, lunch, snacks and dinner) both vegetarian and Non-vegetarian, for the Officers and guests at the option of Officers and guests, in the Office cum Transit Accommodation on as & when required basis. Besides aforesaid routine meals, there should be arrangements in place to prepare packed food for the guests to take away while leaving or light snacks/Tiffin for late/odd time arrivals. They MUST be well versed in preparation of authentic Assamese and Bengali cuisine. They should be able to communicate mainly in Hindi language. Additional proficiency in English and other Indian Languages would be welcome.

**(d) Helper (2 Nos.):** Helpers to assist the Head Cook/Cook in terms of cleaning, cutting, chopping of vegetables/meat, washing of crockery/ cutlery/utensils and used plates etc. and to serve food to the guests/Officers. The Contractor should deploy adequate number of helpers depending upon the occupancy to the satisfaction of guests so that services are not delayed. In addition to above, the Helpers must be engaged in assisting the Caretaker to carry out miscellaneous jobs as to be decided by Company's authorized representative(s). Attending to the Officials or the Company guests, keeping office rooms / bed rooms neat and tidy, making of rooms & beds etc. for comfortable stay, keeping/ replacing/refilling Towels and Toiletries etc. in the rooms for use of Officers/ guests shall be arranged to the satisfaction of Officers/ guests.

**(e) Sweeper (2 Nos.):** Besides maintaining health, hygiene and general cleanliness of the premise, the Contractor is required to engage Sweepers for regular cleaning (sweeping / mopping with disinfectant and antiseptic) of office rooms / bed rooms, bath rooms, toilets etc. on daily basis. The rooms, bathrooms and toilets must be maintained clean & tidy at all times. The duty hours shall be from 7:00 AM to 3:00 PM every day.

**(f) Security (6 Nos.):** Security personnel to be engaged by the Contractor on eight (8) hours shift basis to keep watch and ward of the premise/property and to ensure restricted entries. At least 2 (Two) Nos. of Security personnel must be deployed in each shift without fail throughout the contract duration round the clock. Safety & security of the premise as a whole and of the guests/occupants in particular must be accorded due priority by the security personnel.

**(iii)** The Contractor will issue proper uniform/dress and shoes as decided and instructed by Company to the work-persons for use at all time during duty period. The cost of such uniform and shoes for the work-persons shall be borne by the

Contractor within its agreed rates/costs. Uniforms include 2 pairs of trousers and shirts and 1 pair of shoes per person per year.

**(iv)** Except as otherwise hereinafter stated, the selection, replacement and remuneration of the Contractor's personnel shall be determined by the Contractor. Such employees shall be the employees solely of the Contractor. The Contractor shall ensure that its personnel will be competent, efficient and honest to carry out the assigned jobs to the satisfaction of Company.

**(v)** The Contractor will not change the working hands without consent of Company's authorized representative. However, the Contractor must immediately remove and replace any of their personnel, who in the opinion of Company, is incompetent/negligent/of unacceptable behaviour or whose deployment is otherwise considered by Company to be undesirable.

**(vi)** Contractor will have to arrange water from reputed water suppliers of Aizawl for daily general use for the occupants / guests, the cost of which is included in the monthly lump-sum contract value. The Office cum Transit accommodation has a total water storage capacity of 14KL which must always be kept topped up at least up to 50% level. It is the responsibility of the contractor to maintain prescribed water level failing which penalty will be levied at the rate of the prevailing price of 2KL of water per day plus applicable service charge of the contractor.

**(B) INFRASTRUCTURE:**

The Office cum Transit Accommodation is currently located at Zemabawk in Aizawl. However, Company reserves the right to shift the establishment to other locations in Aizawl, if situation so demands, at any time during the contractual period and it will be obligatory on the part of the Contractor to provide the caretaking services at such new location/s. The current premises is a four storied building and broadly consists of the following:

- (i) Air conditioned TV Room/ Recreation Room with attached toilet.
- (ii) Kitchen & Air conditioned Dinning hall with attached toilet.
- (iii) 1 No. Air conditioned office hall with attached toilet.
- (iv) 8 (Eight) numbers of fully furnished Air Conditioned Bed Rooms with attached bath & toilet.
- (v) Extra common Toilet - 1 Nos.
- (vi) Intercom.
- (vii) Electricity and Water Connections
- (viii) Fixtures & Furniture, Crockery & cutleries as per requirement.

However, Company may modify/change the orientation of existing setup and/or add any extra room etc. for its convenience, for which the Contractor will have no right to object or ask for extra payment whatsoever.

**(C) CARETAKING AND HOUSE-KEEPING:**

**(i)** The Contractor shall render comprehensive caretaking services and will take care of complete day-to-day functioning of the Office cum Transit Accommodation including maintenance of premises, housekeeping, cooking /catering services and



shopping requirements etc. as per general guidelines and convenient instructions from the authorities of Company.

**(ii)** The Contractor shall provide entire housekeeping services like dusting, dry sweeping and wet mopping as desired, of all the rooms/ common areas using broom, mop and disinfectant & antiseptic. The cost of these items (mop, broom, phenyl, disinfectants) and toiletry items like soap, shampoo & toilet cleaning agent etc. shall be borne by the Contractor within their agreed monthly rate/cost.

**(iii)** The Contractor shall protect/maintain/upkeep the fixtures and furniture, furnishings, fittings & equipment of the Office cum Transit Accommodation premise at all time during contractual period. The Contractor shall also ensure to keep all such items in excellent condition. Such items shall not be taken out of the premises for any reason whatsoever without the consent in writing by authorized official of the Company.

**(iv)** The Contractor shall provide laundry services for all the linens of the Office cum Transit Accommodation and will maintain inventory of all such linens etc. The Supervisor-cum-Caretaker will ensure that the Bed Sheets, Pillow Covers, Table Cloths, Cushion Covers, Curtains, Towels and any other cloth materials of Company are washed/cleaned & pressed properly in a regular interval or on need basis. Proper register must be maintained for the laundry services, which will be verified by Company official from time to time. Laundry expenses will be reimbursed extra at actual by Company to the Contractor along with their monthly payment, subject to submission/verification of records/bills.

**(v)** The Contractor shall ensure proper maintenance of guest register, visitors book as desired by Company's Admin. Officer or his authorized representative from time to time.

**(vi)** The Supervisor-cum-Caretaker must report to Company's designated Admin. Officer or his/her authorized representative on daily basis and collect occupancy details of guests/officials and to receive instructions, if any, with regard to services to be rendered in the Transit home. He will be responsible for taking good care of the premise/property and keep up-to-date inventory thereof. The Caretaker will provide cleaned linen, soap, toilet items etc. on arrival of guests/officers for their use in the rooms and also arrange for washing/cleaning.

**(D) CATERING:**

**(i)** The utensils, appliances, tools and accessories for cooking and serving including gas stove, crockery & cutleries etc. as required shall be provided by Oil India Limited. However, the Contractor will take good care of the same while using and extending hospitality to the guests/officers.

**(ii)** The Contractor shall provide food/meals to the guests/ Officers/ (either vegetarian or non-vegetarian at the option of the guests) at the rates as fixed by Company from time to time. The number of meals will depend upon occupancy and there is no guarantee of minimum number of meals per day. The weekly menu of food items along with the rate chart and timings as approved by Company shall be displayed prominently in the premise. The meals viz. bed tea, breakfast, lunch, evening tea & snacks and dinner will be in accordance with the menu and the charges

thereof shall be restricted to the Rate Chart (maximum rate), approved by Company. The menu and rate chart as currently applicable are shown below.

**(1) MENU:**

|                         |   |
|-------------------------|---|
| Bed Tea                 | Tea or Coffee with Biscuit.   |
| Breakfast               | (i) Juice and Fruits<br>(ii) Roti/Paratha/Puri with Sabji<br>OR<br>Bread, Butter & Jam<br>OR<br>Milk-Cornflakes<br>OR<br>Idli/Dosa with Sambar & Chatni<br>(iii) Egg (Single) to order<br>(iv) Tea or Coffee                            |
| Lunch                   | <b>i) Common Dishes for all:</b><br>Rice/Roti, Dal, Fried Veg. (Dry), Veg. Curry (seasonal) and Sweet dish.<br><br><b>(ii) For Veg. Guests:</b> Paneer curry<br><br><b>(iii) For Non-Veg. Guests:</b> Chicken or Mutton or Fish curry   |
| Evening Tea with Snacks | (i) Tea or Coffee<br>(ii) Chop/Samosa/Pakoda /chow mien etc.  |
| Dinner                  | <b>(i) Common Dishes for all:</b><br>Rice/Roti, Dal, Dry Veg. (Fried) & Veg. Curry (seasonal) and Sweet dish.<br><br><b>(ii) For Veg. Guests:</b> Paneer curry<br><br><b>(iii) For Non-Veg. Guests:</b> Chicken or Mutton or Fish curry |

Note: Pickles, Papad and Salad are common for all (Lunch & Dinner) without any extra charge.

**(2) RATE CHART:**

|                                 |                 |
|---------------------------------|-----------------|
| Bed Tea with Biscuit:           | Complementary   |
| Breakfast                       | Rs 100/-        |
| Lunch                           | Rs 175/-        |
| Evening Tea with Snacks         | Rs 80/-         |
| Dinner                          | Rs 175/-        |
| <b>TOTAL PER PERSON PER DAY</b> | <b>Rs 530/-</b> |

**(iii)** The raw materials for meals/snacks and other items as required for consumption of the occupants/guests will be purchased by the Contractor at his/her cost. The costs thereof are not to be included in the monthly rate/charge agreed herein, but the charges for meals (per meal basis) to be directly settled/ collected by the Contractor from the guests/occupants maximum up to the rates mentioned in the

"RATE CHART" under clause No. D (b) (2) above at the time of their checking out. Under no circumstance, the Contractor shall charge more than Company's approved rate as above from any of the guest/ occupant, failing which Company reserves its right to recover such amount from Contractor's monthly payment, besides taking other actions as deemed fit within the provisions of the contract.

**(iv)** The Contractor shall also make arrangements to provide packed food to the guests, if requisitioned on chargeable basis. Proper packing boxes/aluminium foil etc. should be used for this purpose. The packed food should be prepared dry/non-gravy type for comfortable carrying and per meal rate should not exceed the cost of Lunch or Breakfast (as the case may be) shown in the Rate Chart above.

**(v)** The Contractor shall not prepare or serve any item other than those prescribed in the menu without prior approval of Company. Any change of daily menu, alterations or additions in the service items will require prior approval of Company's Admin. Officer or his authorized representative.

**(vi)** The Contractor will also ensure proper storage /up-keepment of crockery/cutlery/stores/beverages/food items etc. in the most hygienic ways and proper inventory to be maintained.

**(vii)** The Contractor shall be responsible for day-to-day housekeeping of the kitchen/pantries and maintain them in clean, neat and hygienic condition at all the times during contractual period.

**(viii)** The Contractor shall use only the approved cooking medium for preparing food items. The officer(s) as nominated by Company shall check the quality and quantity of ingredients used for cooking from time to time.

**(ix)** All raw materials/ingredients for cooking, Sanitation and Toiletries items like phenyl, Harpic, Collin spray, Dettol, Soap, Shampoo, etc. for use of guests/occupants/officers will be provided by the Contractor at his own cost. However, cost of commercial LPG cylinders, which will be provided by the Contractor, will be reimbursed on actual by The Company along with the monthly bill, subject to submission of vouchers/ bills.

**E) SERVICE CONDITIONS:**

**(i)** The Contractor will make payment of wages to the work persons deployed by them for execution of this service agreement. The wages and emoluments for the work persons will not be in any case less than the amount prescribed by statutory authorities from time to time considering Minimum Wages Act etc. Consequences on account of violation of statutory law, rules and regulations in this regard will be solely to Contractor's account. Company shall in no way be responsible or liable for payment or otherwise in any manner or on any account to the persons engaged by the Contractor to carry out the services herein mentioned. Further, it shall be the responsibility of Contractor to comply with all provisions of law relating to engagement of contract personnel, viz. Contract Labour (Regulation & Abolition) Act 1970, Gratuity Act, Industrial Dispute Act 1947, Employees Provident Fund Act, Workmen Compensation Act, Payment of Wages Act, Payment of Bonus Act 1965, Family Pension Scheme, Interstate Migrant Workmen (Regulation of Employment & Condition Service) Act 1979, Income Tax Act, GST Rules or any other Act or statute not hereinabove mentioned but having bearing over engagement of workers directly

or indirectly. In case, any violation of statutory law/rules/regulation by the Contractor is brought to the notice of Company, which amounts for financial claim/penalty, Company will be at liberty to deduct such amount from the Contractor's monthly bill or from their Security Deposit/Performance Security and furnish the same to the respective statutory authority under reference to the Contractor.

**(ii)** The Contractor will have to maintain relevant records of such service hands engaged for execution of the jobs, which may be called for verification by Company in the event of default /failure to render the desired level of services. In the event of failure on the part of Contractor to perform the duties in the manner as desired and/or does not comply with the contract provisions, Company shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract or otherwise. The decision of Company in this regard will be final and binding on the Contractor.

**(iii)** Non-availability of Supervisor-cum-Caretaker service and security service will attract penalty at lump-sum rate of Rs 500/- (Rupees Five Hundred) per day. Similarly, non-availability of other services as provisioned herein on any day will make the Contractor liable to pay penalty @ Rs 300/- (Rupees Three Hundred) per day per person.

Any replacement/substitution of work-person including the Supervisor-Cum-Caretaker, whether for short duration or for the rest of the contract period, must be made with prior consent of Company's designated Admin Officer. It will be the sole obligation of the Contractor to ensure that the services are not suffered in any manner due to such replacement/ substitution.

**(iv)** The Contractor shall ensure strict compliance /observance of rules & regulations set by Company for the premise.

**(v)** The rooms shall always be under the possession of the Contractor. The keys of the rooms shall remain with the Supervisor-cum-Caretaker who will be responsible for opening and closing of the rooms. However, allotment of rooms/allocation of guests will be strictly done by Company's designated Admin. Officer and/or his authorized representative only. The Contractor under no circumstance shall allot room to any other person whosoever of his own.

**(vi)** The Contractor will not allow/permit/carry out any unauthorized occupation of the rooms and will not carry on or permit/allow others to indulge in any undesirable and illegal activities within the premises.

**(vii)** The Contractor will make available the services of their work persons within the Premise for other activities like hosting Seminars, Meetings, Family / official gatherings and celebrations/functions of any nature by Company officials.

**(viii)** The Contractor shall duly insure all the persons engaged by him / her in pursuance of the agreement against accident, sickness, injury, loss of life and agree to indemnify Company against all liabilities in this regard. The Contractor shall further accept liability and shall indemnify the Company against any liability, claim, expenses or losses in respect of personal injury of any person engaged by him / her.

**(ix)** The Company reserves the right to increase or to reduce the services and consequently the Contractor would be paid remuneration on pro-rata basis, if possible.

**(x)** In case of theft, fire, accident etc., the Supervisor-cum-Caretaker must immediately inform all relevant agencies including Company's designated Admin Officer. FIR to be lodged in case of theft from the premise and a copy of FIR to be submitted to Company's Administration Department.

**(F) DURATION OF AGREEMENT:**

The Contract shall become effective from the date and time as notified by Company through letter of award (LOA) of contract and shall remain valid for an initial period of two (2) years from the date of completion of mobilisation (i.e., the actual date of commencement of services by the Contractor) of resources by Contractor, with a provision for further extension upto maximum one year on same rates, terms and conditions at the option of Company. Any extension thereafter shall be on mutually agreed terms and conditions between the parties. However, Company reserves the right to terminate the agreement early, with written notice of minimum 15 (Fifteen) days, for convenience of The Company. The Contractor will be paid for the period of services rendered to Company's satisfaction prior to such termination, if any.

**(G) INVOICING AND PAYMENT:**

**(i)** The Contractor will submit their monthly invoice/bill in triplicate to Company's Exploration Basin Office at Duliajan at the end of each calendar month for the services rendered during the month, including attendance cum duly signed payment receipt sheet of the Contractor's work-persons deployed in original, reimbursement of actual expenses incurred, if any, towards Commercial LPG cylinder refill, Newspapers /Magazines, Laundry charges & Cable TV subscription etc. Bills must incorporate the Agreement No., Work-order No., PAN, GST Registration No., PF Code and Bank particulars including account No. & RTGS/IFSC code etc. for processing timely payment. Any claim towards such reimbursement must be accompanied with respective cash receipt/vouchers duly endorsed by Company's authorized official. All such claims of reimbursable are subject to checking and verification by Company. Income tax, as applicable, will be deducted from the monthly bill/invoice of the Contractor as per Income Tax rules.

**(ii)** All payments due to the Contractor/Contractor will be released by Company within twenty (20) days of receipt of undisputed bill/invoice after necessary deduction/adjustment, if any, per electronic mode through bank. Bank charges, if any, will be to Contractor/Contractor's account.

**(iii)** Rate for Payment: The rates payable to the Contractor by Company as per provisions of this agreement upon full and proper performance of its contractual obligations will be as per the SOQ (Part -3, Section-II) of the Cotract.

**(H) ASSISTANCE FROM COMPANY:**

The Office cum Transit Accommodation is equipped with the following facilities amongst others to enable the Contractor to render the intended services:

**(i)** Rooms for accommodation of guests/officers are fully furnished with air conditioners, geysers, Colour TV with cable connections, beds, mattress, pillows, curtains, furniture, carpet etc. The house is also having refrigerator, telephone, intercom system, additional air conditioners & TV for common use, gas connection, gas stove, Acquaguard, utensils, crockery & cutleries and other supporting tools & equipment for cooking and serving as required. The Premise will be handed over to the Contractor along with all these items in good working conditions to enable them to render effective and efficient services.

**(ii)** Bed sheets, bed covers, pillow covers, and hand/bath towels shall be provided and replaced by Company as and when required after physical verification by Company Officials from time to time.

**(iii)** Office is equipped with office furniture including tables, chairs, file cabinets, almirahs and computers, printers, scanners etc. Caretaker along with the helpers are to keep the above well maintained.

.....

## **SECTION-IV**

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

### **SUB: SAFETY MEASURES (SM)**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#### **SECTION-IV; SM**

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
16. The health checkup of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

**SECTION-IV; SM**

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

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

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

.....

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDI9219P19**. 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor 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.

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**For the Principal**

Place: Duliajan

Date: --,--,2017

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**For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**BID FORM**

**TO,  
OIL INDIA LIMITED,  
DULIAJAN-786602  
DIBRUGARH, ASSAM, INDIA**

**SUB: BID FORM.**  
**E-TENDER NO.: CDI9219P19**

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.

We undertake, if our Bid is accepted, to commence the work as per date mentioned in the work order.

If our Bid is accepted, we will provide PBG /Security Deposit of **10% of annualized contract value** for the due performance of the Contract.

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

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

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

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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

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

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

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).



**FORMAT FOR BIDDER DETAILS**  
**(To be filled up by the Bidder as applicable)**

1. Name of the Bidder:
2. Nature of the firm (Proprietorship/Partnership/Limited Company etc.) with details of owner/partner/director:
3. Registered Postal Address with PIN Code:
4. Telephone Number:
5. Mobile Number:
6. E-mail ID:
7. Fax Number:
8. PAN:
9. GST Registration No. (if available):
10. PF Code (if available):
11. ESI Code / Sub-Code (if available):
12. Bank details of bidder:  
Name of Bank, Branch Code & Address:  
Account Type (Savings/Cash credit/Current etc.):  
Account Number:  
IFSC / RTGS Code of the Branch:  
NEFT Code of the Bank:
13. Bid Security / EMD: Deposited vide Bank Guarantee: No. \_\_\_\_\_ date \_\_\_\_\_ of \_\_\_\_\_ /Online Payment Gateway.

The Bidder(s)/Contractor(s) shall submit the PAN, GST Registration Number, PF Code, ESI Code / Sub-Code with documentary evidences (attested / self-attested copies) from appropriate authority. In case, the Bidder does not possess GST Registration Number, PF Code, ESI Code / Sub-Code at the time of bid submission, the Bidder shall be required to submit the same later on as & when asked by OIL.

Yours faithfully,  
FOR & ON BEHALF OF BIDDER

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

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

(Note: Uploading in the OIL's e-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

**STATEMENT OF NON-COMPLIANCE**  
**E-TENDER NO.: CDI9219P19**  
**(Only exceptions/deviations to be rendered)**

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

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

Yours faithfully,

FOR & ON BEHALF OF BIDDER

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

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 format is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

**LETTER OF AUTHORITY**

**TO,  
THE CGM-CONTRACTS  
OIL INDIA LIMITED  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM- 786602**

Sir,

**SUB: LETTER OF AUTHORITY  
E-TENDER NO.: CDI9219P19**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against above mentioned IFB for **Hiring of Services for Caretaking and Maintenance of OIL's Office cum Transit Accommodation at Zemabawk, Aizawl, Mizoram for 2 (Two) years extendable by 1 (one) year at the discretion of OIL.**

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

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

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

Yours faithfully,

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

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**Note:** This letter of authority shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

**To**  
**M/s OIL INDIA LIMITED,**  
**CONTRACTS DEPARTMENT,**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

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:

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 shall be routed through SFMS platform as per the 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 Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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.

**ANNEXURE-F**

**FORM OF PERFORMANCE BANK GUARANTEE**

**To**  
**M/s OIL INDIA LIMITED,**  
**CONTRACTS DEPARTMENT**  
**DULIAJAN, ASSAM, INDIA, PIN-786602**

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ 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:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

**ANNEXURE-F**

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 shall be routed through SFMS platform as per the 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 Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District 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.

**AGREEMENT FORM**

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

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

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

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

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

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

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

- (a) 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-IV indicating the Safety Measures.

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 & DELIVERED FOR AND ON BEHALF OF:

**OIL INDIA LIMITED**  
(COMPANY)

.....  
(CONTRACTOR)

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

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

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

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

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

In presence of:

In presence of:

1) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

2) \_\_\_\_\_

.....

**FORMAT FOR 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..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

| <b>YEAR</b> | <b>TURNOVER</b><br>In INR (Rs.) | <b>NET WORTH</b><br>In INR (Rs.) |
|-------------|---------------------------------|----------------------------------|
|             |                                 |                                  |
|             |                                 |                                  |
|             |                                 |                                  |

Place:

Date:

Seal:

Membership Number and Firm Registration Number:

Signature

**FORMAT FOR UNDERTAKING**

(IN TERMS OF BEC CLAUSE NO. 3.13 OF TENDER NO. CDI9219P19)  
**(On Non-Judicial Stamp Paper of Rs. 100/-) TO BE NOTORISED UNDER  
 NOTARY ACT, 1952**

To,  
 CGM-CONTRACTS  
 OIL INDIA LIMITED DULIAJAN

Dear Sir(s),

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

This is in connection with the Bid submitted by me/us, ..... (Name of Bidder), against Tender No. \*\*\*\*\* for “Hiring of Services for caretaking and maintenance of OIL’s Office cum Transit Accommodation at Zemabawk, Aizawl, Mizoram for 2 (two) years extendable by 1 (one) year at the discretion of OIL”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rate includes the following: -

(a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI, and Bonus.

(b) Other charges / cost including overheads, profit, insurance and handling charge.

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

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

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers

engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless and indemnify against such dispute or claims. I further authorize the Company, in the event of my default or noncompliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

|   |   |            |  |   |                               |
|---|---|------------|--|---|-------------------------------|
| OIL INDIA LIMITED<br>(A Government of India Enterprise)<br>Duliajan |   |            |  | PROFORMA- A   |                               |
| PRICE BIDDING FORMAT: E TENDER NO CDI9219P19                        |   |            |  |   |                               |
| BRIEF DESCRIPTION OF SERVICE:                                       |   |            | <b>Hiring of services for caretaking and maintenance of OIL's Office cum Transit Accommodation at Zemabawk, Aizawl, Mizoram for 2 (Two) years extendable by 1 (One) year at the discretion of OIL.</b> |   |                               |
|   | NAME OF BIDDER  |            |  |   |                               |
|   | GSTN NO.  |            |  |   |                               |
|   | SAC/HSN CODE  |            |  |   |                               |
| <b>Item<br/>Sl.<br/>No.</b>   | <b>Description of Service<br/>For detailed description please refer Part 3 Section III,<br/>SCC</b>   | <b>UoM</b> | <b>Quantity</b>  | <b>Rate (to be quoted<br/>Excluding GST)<br/>(Rs)</b> | <b>Total Amount.<br/>(Rs)</b> |
|   |   |            | A  | B   | C=A x B                       |
| 10  | <b>Lump-sum Monthly Charges for Man-<br/>Management Services towards Caretaking,<br/>Maintenance and Security of Transit<br/>Accommodation-cum-Rest House at<br/>Zemabawk in Aizawl, Mizoram.</b> | MON        | 24   |   | 0.00                          |
|   | Total Bid Price exclusive of GST  |            |  |   | 0.00                          |
| 20  | Applicable GST rate   |            |  |   | 0                             |
|   | Total Bid Price inclusive of GST  |            |  |   | 0.00                          |

|   |   |
|---|---|
| A | The Rate/Charge quoted above is all inclusive charges per calendar month considering the Scope of Work and Terms & Conditions as detailed in the Tender, excluding the reimbursable items, which will be reimbursed by Company at actuals.  |
| B | The Contractor will provide fresh food for the guests/occupants as per Company's standard menu on payment basis, which will be settled by the guest/occupants at the time of checking out at rates limited to the rates fixed by the Company as per clause 14 (D)(2) of Part 3, Section III (SCC) of the Tender.  |
| C | Sanitary/toiletry items like phenol, Dettol, harpic, Collin spray, brasso, soap, shampoo& oil etc. will be provided by the Contractor as required without any extra cost to the Company.  |
| D | Cost of Newspapers/Magazines, Laundry Services, Commercial LPG cylinders refills and SAT TV monthly subscription etc. shall be reimbursed extra at actual by Company to the Contractor along with their monthly payment against bill(s) upon submission of receipts/vouchers duly vetted by Admin Officer of OIL or his representative.   |
| E | All applicable taxes, duties & statutory levies excluding GST, if any, shall be to Contractor's account and the same are to be included in the quoted lump sum monthly rate above. Applicable PF, ESI etc. on wage component of Contractor's personnel shall be entirely to Contractor's account. Applicable GST will be OIL's Account.   |
| F | Payment to the Contractor/Service Provider will be made on the basis of actual number of days for which services are availed satisfactorily by the Company on pro-rata basis for any part of a month.   |
| G | Price Bid 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 contract/order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder. |
| H | Bidders are required to quote only in the blank cells (Column B) of items sl. No 10 to 20 of the above table.   |
| I | Bidders should also mention the <b><u>SERVICE ACCOUNTING CODE (SAC)</u></b> in the designated place of the above table.   |

## CHECKLIST

### **TECHNICAL CHECKLIST/REQUIREMENT SHEET**

| Sl. No                         | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------------------------------|--------------------|--|---|---|
| <b>1.0 GENERAL CONFORMITY:</b> |                    |  |   |   |
| 1                              | Clause-1           | 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. |   |   |
| <b>2.0 TECHNICAL CRITERIA</b>  |                    |  |   |   |
| 2                              | Clause-2.1.1       | Bidder must have experience of execution of at least <b>1 (one) SIMILAR</b> work of minimum value of <b>Rs. 17,84,100.00 (Rupees Seventeen Lakhs Eighty Four Thousand One Hundred only) under single contract</b> in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Govt./State Govt./ Central Govt. Enterprise / State Govt. Enterprise / Any E&P Company (Documentary Proof to be submitted).   |   |   |

### CHECKLIST

| Sl. No | Clause No. BEC/BRC | DESCRIPTION   | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------|--------------------|---|---|---|
|        |                    | <p>For proof of requisite experience of <b>SIMILAR work, self-attested/attested</b> photocopies of following documents must be submitted along with the Un-Priced Techno-Commercial bid: Contract document / Work order showing details of works supported with completion certificates issued by PSUs / Central Govt. / State Govt. / Central Govt. Enterprise / State Govt. Enterprise / Any E&amp;P Company for the similar work mentioned in BEC Clause no. 2.1.1 above confirming the following:</p> <ul style="list-style-type: none"> <li><b>a.</b> Gross value of work done</li> <li><b>b.</b> Nature of Work done,</li> <li><b>c.</b> Contract period / Contract start and completion date.</li> </ul> <p>Mere submission of Letter of Intent (LOI) / Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.</p> <p><b><u>Notes to Clause 2.1.1 above:</u></b></p> <p>(i) "<b>SIMILAR work</b>" mentioned above means "Experience of providing Caretaking / Operations / Maintenance Services of Guest House/Office/Transit Accommodation etc. including Security Services."</p> |   |   |



### CHECKLIST

| Sl. No | Clause No. BEC/BRC | DESCRIPTION   | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------|--------------------|---|---|---|
|        |                    | <p>(ii) If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken in to consideration.</p> <p>(iii) In case the start date of the requisite experience is prior to the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date then such experience will also be taken into consideration.</p> <p>(iv) If the prospective bidder has executed contract(s) in which SIMILAR work is a component, and value of SIMILAR work executed is equal to or more than the minimum prescribed value in the BEC, then such experience will also be taken into consideration.</p> <p>(v) <b>SIMILAR work</b> executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.</p> |   |   |

### CHECKLIST

| Sl. No | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------|--------------------|--|---|---|
|        |                    | <p>vi) Proof of work experience against para (ii), (iii) and (iv) above to satisfy a. Similar work, b. Minimum prescribed value/Qty. c. Prescribed period of 07 years, to be submitted as below:</p> <p>A) If the requisite experience is against OIL's Contract: Bidder must submit the Break-Up of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date mentioning SES No. and copies of all relevant SES.</p> <p>B) If the requisite experience is not against OIL's Contract: Bidder must submit the Break-Up of similar work and its value/quantity executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The Break-Up must be certified by the End- User or a Certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number and Firm Registration Number).</p> |   |   |
| 3      | Clause-2.1.2       | Bidder must have an Office in Aizwal and the detailed mailing address thereof should be categorically furnished in the bid, highlighting the name of the contact person, telephone/mobile number/e-mail id etc., without which the Offer will be rejected.   |   |   |

## CHECKLIST

| Sl. No                         | Clause No. BEC/BRC                       | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------------------------------|--|--|---|---|
| 4                              | Clause-2.1.3                             | The bidder must be in a position to deploy around 14 (Fourteen) numbers of personnel of various categories as mentioned in Scope of Work throughout the contractual duration uninterruptedly within 2 (Two) weeks of issue of LOA. <u>Bidder must categorically confirm the same in the Bid.</u>   |   |   |
| <b>2.2 FINANCIAL CRITERIA:</b> |  |  |   |   |
| 5                              | Clause-2.2.1                             | Annual Financial Turnover of the bidder during any of preceding three financial /accounting years from the original bid closing date as per Audited Annual Reports should be at least <b>Rs. 10,70,500.00 (Rupees Ten Lakhs Seventy Thousand Five Hundred Only).</b>   |   |   |
| 6                              | Clause-2.2.2                             | Net worth of bidder must be positive for preceding financial/ accounting year.   |   |   |
|                                | <b><u>Notes to Clause 2.2 above:</u></b> | <p>a) For proof of Annual Turnover &amp; Net worth (ref. clause 2.2 above) any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>ANNEXURE H</b></p> |   |   |

### CHECKLIST

| Sl. No | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------|--------------------|--|---|---|
|        |                    | <p style="text-align: center;">OR</p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) 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 Statements for the financial year -----has actually not been audited so far'</p> <p>c) 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 evidence for the same.</p> |   |   |

## CHECKLIST

| Sl. No                                   | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--|--------------------|--|---|---|
| <b>2.3 COMMERCIAL:</b>                   |                    |  |   |   |
| <b>7</b>                                 | Clause-2.3.1       | Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid 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. |   |   |
| <b>8</b>                                 | Clause-2.3.2       | If there is any discrepancy between the unit price and the total price, the unit price 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 adopted for evaluation.   |   |   |
| <b>9</b>                                 | Clause-2.3.3       | 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.          |   |   |
| <b>3.0 BID REJECTION CRITERIA (BRC):</b> |                    |  |   |   |

### CHECKLIST

| Sl. No    | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|-----------|--------------------|--|---|---|
| <b>10</b> | Clause-3.1         | The bids are to be submitted in Single Stage Composite Bid system only i.e. Un-priced Techno-Commercial Bid and Price Bid together.  |   |   |
| <b>11</b> | Clause-3.2         | The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as nonresponsive and rejected  |   |   |
| <b>12</b> | Clause-3.3         | <p>Bid security shall be furnished as a part of Un Priced Techno Commercial Bid. Bid security must be submitted in a manner mentioned in this Tender. Bid security amount in any other mode/manner will not be acceptable. Any bid not accompanied by a proper bid security will be rejected. In case of Bank Guarantee, original of the same has to be submitted by the Bidder in the Office of CGM (Contracts) before 12:45 Hour (IST) of the Bid Closing date; otherwise the Bid (offer) will be rejected.</p> <p><u>Any Bid accompanied by bid security with (i) validity shorter than 150 days from the date of original bid closing (in case of BG) and /or (ii) Bid Security amount less than that mentioned in the tender shall be rejected straightway.</u></p> |   |   |

### CHECKLIST

| Sl. No    | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|-----------|--------------------|--|---|---|
|           |                    | <u>Note:</u> 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 original Bid Closing i.e. minimum up to 14.02.2019.  |   |   |
| <b>13</b> | Clause-3.4         | Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.  |   |   |
| <b>14</b> | Clause-3.5         | Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.  |   |   |
| <b>15</b> | Clause-3.6         | 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.   |   |   |
| <b>16</b> | Clause-3.7         | 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.  |   |   |
| <b>17</b> | Clause-3.8         | Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.   |   |   |
| <b>18</b> | Clause-3.9         | Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only. |   |   |

### CHECKLIST

| Sl. No                        | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|-------------------------------|--------------------|--|---|---|
| 19                            | Clause-3.10        | Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:<br>(i) Firm price<br>(ii) EMD / Bid Bond<br>(iii) Period of validity of Bid<br>(iv) Price Schedule<br>(v) Performance Bank Guarantee / Security deposit<br>(vi) Delivery / Completion Schedule<br>(vii) Scope of work<br>(viii) Guarantee of material / work<br>(ix) Liquidated Damages clause<br>(x) Tax liabilities<br>(xi) Arbitration / Resolution of Dispute Clause<br>(xii) Force Majeure<br>(xiii) Applicable Laws<br>(xiv) Specifications |   |   |
| 20                            | Clause-3.11        | Bid received with validity of offer less than 90 (Ninety) days from the date of Bid opening will be rejected.  |   |   |
| 21                            | Clause-3.12        | Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightaway rejected.  |   |   |
| 22                            | Clause-3.13        | Bidder must submit an undertaking as enclosed in <b>PROFORMA-I</b> regarding compliance of Minimum wage, P.F., Bonus & ESIC as per the applicable Acts. <b><u>Bids submitted without this undertaking will be summarily rejected without assigning any reasons.</u></b>  |   |   |
| <b>4.0 EVALUATION OF BID:</b> |                    |  |   |   |



### CHECKLIST

| Sl. No   | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--|--------------------|--|---|---|
| The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below: |                    |  |   |   |
| <b>23</b>  | Clause-4.1         | Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding GST as per Price Bid Format.               |   |   |
| <b>24</b>  | Clause-4.2         | Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.   |   |   |
| <b>25</b>  | Clause-4.3         | 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.   |   |   |
| <b>26</b>  | Clause-4.4         | 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.      |   |   |
| <b>27</b>  | Clause-4.5         | 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>28</b>  | Clause-4.6         | PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries |   |   |

### CHECKLIST

| Sl. No | Clause No. BEC/BRC | DESCRIPTION   | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|--------|--------------------|---|---|---|
|        |                    | <p>Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p>(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.,) of the sub-contractor to OIL.</p> <p>(d) Documentation required to be submitted by MSEs:<br/>Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration</p> |   |   |

## CHECKLIST

| Sl. No              | Clause No. BEC/BRC | DESCRIPTION   | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/ compliance |
|---------------------|--------------------|---|---|---|
|                     |                    | Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.   |   |   |
| <b>5.0 GENERAL:</b> |                    |   |   |   |
| <b>29</b>           | Clause-5.1         | 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.  |   |   |
| <b>30</b>           | Clause-5.2         | 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 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. |   |   |
| <b>31</b>           | Clause-5.3         | If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.   |   |   |
| <b>32</b>           | Clause-5.4         | Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the  |   |   |

**CHECKLIST**

| Sl. No    | Clause No. BEC/BRC | DESCRIPTION  | Bidders Remarks Compiled/Not Compiled/Deviation | Bidders to indicate relevant Page No. of their bid to support the remarks/compliance |
|-----------|--------------------|--|---|--|
|           |                    | supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.   |   |  |
| <b>33</b> | Clause-5.5         | 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. |   |  |
| <b>34</b> | Clause-5.6         | The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.  |   |  |