

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
GUWAHATI-781171, ASSAM  
E-TENDER NOTICE  
**WORKS CONTRACT**

**OIL INDIA LIMITED (OIL)** invites Bids under Single Stage COMPOSITE BID System from established Civil Engineering firms / contractors through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works.

IFB No.	DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CGI0930P26	CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14” OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M	₹ 1,95,500.00	NIL
<b>Bid Closing / Opening Date &amp; Time for the above work: As per online data.</b>			
Bidder shall require User ID and Password for online submission of Bid.			
Bidders without having E-tender Login ID and Password should complete their online registration <u>at least seven (7) days prior to the scheduled bid closing date and time of the tender</u> . For online registration, Bidder may visit the OIL’s E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> .			
Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.			
<b>No physical Bid documents will be issued.</b> The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site <a href="http://www.oil-india.com">www.oil-india.com</a> . The link to OIL’s E-Procurement portal has also been provided through OIL’s web site <a href="http://www.oil-india.com">www.oil-india.com</a> .			
All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL’s website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.			

**SR. MANAGER-CONTRACTS**  
**For GM-CONTRACTS (HOD)**  
**For EXECUTIVE DIRECTOR-PLS**

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Contracts Department, Guwahati**

## **WORKS CONTRACT**

OIL INDIA LIMITED, a premier Public Sector Enterprise of Govt. of India engaged in drilling and exploration activities for hydrocarbon invites ON-LINE BIDS from experienced and established firms/contractors meeting the requisite criteria for the following mentioned work under **COMPOSITE BID SYSTEM** through its e-Procurement site:

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**DESCRIPTION OF WORK/ SERVICE: CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14" OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M.**

**LOCATION OF WORK: Hatinala-Moraghat (NBPL KM 730-732), WB; User Department: Pipeline Maintenance Base, PS-08 (Sonapur), WB**

**PERIOD OF WORK COMPLETION: 18 MONTHS FROM THE DATE OF ISSUE OF WORK ORDER**

**BID CLOSING/ OPENING DATE & TIME: As per online data**

**BID SECURITY DEPOSIT: ₹ 1,95,500.00 (Rupees One Lakh Ninety-Five Thousand and Five Hundred only)**

**PERFORMANCE SECURITY DEPOSIT: 3 % of Total Contract Cost**

**Extension of Bid Closing Date:** The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.

### **2.0 SUBMISSION OF BID SECURITY:**

- 2.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 2.8.
- 2.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "NIT" of the tender documents:
  - a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **Annexure-III**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **Annexure-IV**) must also be submitted along with the scanned copy of BG in the technical bid.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for a minimum of **150 (One Hundred Fifty) days** from the original date of bid closing.

- b. Alternately Bid Security can also be paid through NEFT / RTGS / Insurance Surety Bond / Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	AXIS BANK LIMITED
<b>b</b>	Branch Name	GUWAHATI
<b>c</b>	Branch Address	CHIMBER HOUSE, G.S. ROAD, DISPUR ASSAM
<b>d</b>	Bank Account No.	140010200027654
<b>e</b>	Type of Account	CASH CREDIT ACCOUNT
<b>f</b>	IFSC Code	UTIB0000140
<b>g</b>	MICR Code	781211002
<b>h</b>	SWIFT Code	Axisinbb140
<b>i</b>	Contact No.	8876501401
<b>J</b>	Fax No.	Not available
<b>k</b>	Email Id	Guwahati.branchhead@axisbank.com

- iii. If the bid security is submitted through NEFT or RTGS mode, details such as UTR No., Tender No., Bidder's name & Deposited Amount etc. must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. **Submission of bid security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

<b>SL.NO.</b>	<b>BANK NAME</b>	<b>SL.NO.</b>	<b>BANK NAME</b>
<b>1</b>	<b>AU Small Finance Bank</b>	<b>18</b>	<b>Indian Bank</b>
<b>2</b>	<b>Axis Bank</b>	<b>19</b>	<b>Indian Overseas Bank</b>
<b>3</b>	<b>Bank of Baroda</b>	<b>20</b>	<b>IndusInd Bank</b>
<b>4</b>	<b>Bank of India</b>	<b>21</b>	<b>Karnataka Bank</b>
<b>5</b>	<b>Bank of Maharashtra</b>	<b>22</b>	<b>Karur Vysya Bank</b>
<b>6</b>	<b>Canara Bank</b>	<b>23</b>	<b>Kotak Mahindra Bank</b>
<b>7</b>	<b>Central Bank of India</b>	<b>24</b>	<b>Punjab and Sind Bank</b>
<b>8</b>	<b>City Union Bank</b>	<b>25</b>	<b>Punjab National Bank</b>
<b>9</b>	<b>DBS Bank</b>	<b>26</b>	<b>RBL Bank</b>
<b>10</b>	<b>DCB Bank</b>	<b>27</b>	<b>Standard Chartered</b>

11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd.
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

<b>BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email ID	bikram_chakraborty@oilindia.in
<b>E</b>	Mobile No	9954067677
<b>F</b>	Local Address	Oil India Limited, PHQ, Narangi
<b>G</b>	Registered Address	Narengi, Guwahati, Assam- 781171

- d. In case of Bidders submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of GM-CONTRACTS on or before 12.45 p.m. (IST) on the bid closing / opening date otherwise bid will be rejected.
- e. Submission of Bid Security in the form of Insurance Surety Bond: In case the Bid Security is submitted in the form of Insurance Surety Bond (as per **ANNEXURE-XII**) then the following instructions are to be followed:
- i. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
  - ii. The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
  - iii. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
  - iv. The expiry date and values should be arrived at in accordance with instructions provided in the "Introduction" of the Tender.
  - v. The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

- vi. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
- vii. Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
- viii. Bidder must indicate Name, Address, contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.
- f. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- g. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 2.8 below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- h. Bid Security/EMD submitted in the form of Fixed Deposit is not acceptable and will be rejected straightway.
- i. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the Bidder from the Company.

**Note:**

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 2.12** below along with technical bid.
  - ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. 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.
- 2.3 Any bid not secured in accordance with sub-clause 2.2 above shall be rejected by the Company as non-responsive.
  - 2.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
  - 2.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
  - 2.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract.
  - 2.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
  - 2.8 The Bid Security may be forfeited:

- a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 2.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).
- 2.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & 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.
- 2.11 The Bank Guarantee issuing bank branch must ensure the following:

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

- (i) MT760/ MT760 COV for issuance of bank guarantee.
- (ii) MT767/ MT767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760 / MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	Axis Bank
<b>B</b>	Branch Name	Chibber House, G S Road
<b>C</b>	Branch Address	Chibber House, G S Road, Dispur, Assam, PIN- 781005
<b>D</b>	IFSC Code	UTIB0000140
<b>E</b>	MICR Code	781211002
<b>F</b>	Company Name	Oil India Limited
<b>H</b>	SWIFT Code	AXISINBB140

**2.12 Exemption from submission of bid security:** In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below. However, such bidders must submit the bid security declaration as per format enclosed in **Proforma-VIII**.

- a. Govt. Department & Public Sector Undertaking (PSUs) are exempted from submission of bid security.

**Note:**

- a) The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

**3.0 SUBMISSION OF PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Covering Letter, **within 30 (Thirty) days** from the date of issue of Letter of Intent/Award (LOI/LOA).

3.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VI**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at GUWAHATI. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **Annexure-IV**) must also be submitted along with the original BG.

b. Alternately, the Performance Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt (Account OIL INDIA LIMITED) / irrevocable Letter of Credit / Insurance Surety Bond/ NEFT / RTGS / Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Guwahati.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited in the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	Axis Bank
<b>b</b>	Branch Name	Chibber House, G S Road
<b>c</b>	Branch Address	Chibber House, G S Road, Dispur, Assam, PIN- 781005
<b>d</b>	Bank Account No.	UTIB0000140
<b>e</b>	Type of Account	781211002
<b>f</b>	IFSC Code	Oil India Limited
<b>g</b>	MICR Code	AXISINBB140
<b>h</b>	SWIFT Code	Axis Bank

iii. If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

b. **Submission of performance security in the form of Electronic Bank Guarantee (e-BG):**

Bidders/Contractors are advised to submit the e-BG from any of the following banks presently providing facility to issue an e-BG:

SL.NO.	BANK NAME	SL.NO.	BANK NAME
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal Bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd.
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

<b>BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAACO2352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email ID	bikram_chakraborty@oilindia.in
<b>E</b>	Mobile No	9954067677
<b>F</b>	Local Address	Oil India Limited, PHQ, Narangi
<b>G</b>	Registered Address	Narengi, Guwahati, Assam- 781171

c. In case of Bidders submitting Performance Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA/LOI.

- d. In case of Bidders submitting Performance Security in the form of Fixed/Term Deposit, bidders have to submit a declaration as per the format prescribed in **Annexure-IX**. Further, the bidder may arrange the confirmation mail regarding issue of fixed deposit with the following details directly from bank's official e-mail id to Oil India's following e-mail id [SANDEEP\\_CHAKRABORTY@OILINDIA.IN](mailto:SANDEEP_CHAKRABORTY@OILINDIA.IN)

FD No.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank

- f. In case the Performance Security is submitted in the form of Insurance Surety Bond (as per **Annexure-XIII**), then the following instructions are to be followed:
- The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
  - The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
  - The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/ Insurer issuing the Insurance Surety Bond.
  - The expiry date and values should be arrived at in accordance with instructions provided in the "Introduction" of the Tender.
  - The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
  - A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
  - Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
  - Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.
- g. No other mode of payment other than the mode covered under Point Nos. a. & b. will be accepted by the Company.

3.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

## 3.3 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must 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.

[Contract No. should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, Chibber House, G S Road, Dispur, Assam, PIN- 781005. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	Axis Bank
<b>B</b>	Branch Name	Chibber House, G S Road
<b>C</b>	Branch Address	Chibber House, G S Road, Dispur, Assam, PIN- 781005
<b>D</b>	IFSC Code	UTIB0000140
<b>E</b>	Unique identifier code (Field 7037)	781211002
<b>F</b>	Company Name	Oil India Limited
<b>H</b>	SWIFT Code	AXISINBB140

- 3.4 This Performance Security must be valid for **03 (three) months** after the date of expiry of the defect liability period. In the event of the 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.
- 3.5 The Performance Security Deposit will be refunded to the Contractor after defect liability period under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.
- 4.0** If the above-mentioned closing / opening day of the tender happens to be non-working day due to Bandh / Strike or any other reason, the bids will be received and opened on the following working day at the same time except on Saturdays.
- 5.0** The tender is invited under SINGLE STAGE COMPOSITE BIDS SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

In case of identical bidding, Draw of Lots shall be conducted amongst the techno-commercially acceptable L1 bidders who have quoted the lowest price, to select successful bidder.

**6.0** All techno-commercial documents are to be submitted as per tender requirement under **“Technical Attachments Tab”** in E-TENDER PORTAL.

**7.0** To participate in OIL’s E-procurement tender, bidders must have a legally Valid Digital Signature of Class 3 [**Organizational Type**] with Organizations Name along with **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 other than **Bidder’s Name (i.e. Firm’s Name)** are not acceptable.

7.1 The authenticity of above Digital Signature shall be verified through authorized CA after bid opening. If the **Digital Signature Certificate (DSC)** used for signing is not of **“Class -3”** & Organizational type with Organization’s name in the name of the bidder i.e. firm, the bid will be rejected.

7.2 Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

7.3 Bidder is responsible for ensuring the validity of Digital Signature Certificate (DSC) and its proper usage by their employee.

7.4 The bid including all uploaded documents shall be **digitally signed** by duly authorized representative of the bidding company. The DSC used must be of the type as mentioned above.

**8.0** Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site <https://etender.srm.oilindia.in/irj/portal>.

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

**9.0** The Company reserves the right to reject any or all the bids or accept any bid without assigning any reason.

9.1 Bidders must note that in case of any discrepancy or non-compliance to the tender criteria is found in their bids at any stage of tendering prior to the award of contract, such bids shall be rejected straightway. No claims or requests from such bidders shall be entertained thereafter.

**10.0** (a) Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened. Bidders are requested to take note of

the above and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

(b) No bid can be modified / withdrawn subsequent to the deadline for submission of bids. No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within bid validity period will lead to forfeiture of his/her/their Bid Security/Performance Security in full and debarment from participation in future tenders, at the sole discretion of the Company and the period of debarment will be decided as per OIL's banning policy available at OIL's website.

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

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

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

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

**14.0** The bidder may also seek such clarification from this office as are deemed necessary.

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

15.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and phone numbers of the owner and copies of GST Registration Certificate.

15.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and phone numbers of the owners in general and Karta in particular and copies of GST Registration Certificate.

15.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mails and phone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.

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

15.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.

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

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

**NOTE: Point no. 15.1 to 15.7 is not applicable for contractors who are already registered with OIL INDIA LIMITED.**

**16.0** Wherever applicable, the bidder shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers to be engaged by such bidder. If the bidder does not have P.F. Code number at the time of applying for this tender, then the bidder must apply for the same if the contract is awarded to the bidder. Such bidder shall furnish the Provident Fund code number issued by the appropriate Govt. Authority, within 45 days of signing of contract, to Company (or when advised by Company, after 45 days of signing the contract); and all PF related statutory guidelines shall be adhered to by the bidder.

Bidders who are currently not covered under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 should submit an Undertaking for the same as prescribed in **Annexure-I** of the Tender Document.

**17.0** Before Bidding:

- Bidder(s) are advised to inspect the work site with permission from HOD-Civil PL or his representative, to assess the nature and extent of work and the conditions under which it will be carried out.
- Bidder(s) should clearly understand all the terms & conditions, criteria, specification etc. of this tender.

**18.0** The selected bidder will be required to enter into a formal contract within thirty days from the date of issuance of LOI, which will be based on their bid, i.e. OIL's Standard Form of Contract.

**19.0** OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work stated above or cancel, if required.

**20.0** The amount of retention money shall be released after **6 (six) months** from the date of completion certified by the concerned department.

**21.0** Bidders shall submit a declaration as per **Annexure-XI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

**22.0** Bidders shall submit a declaration as per **Annexure-VIII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debaring them from carrying on business dealings with OIL.

**23.0** Bidders have to submit Proforma For Authorized Signatory as per format prescribed in **PROFORMA-IV**.

**24.0** The work shall have to be started within seven days from the date of work order.

**25.0** Time Schedule: The time allowed for completing the work will be reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.

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

**27.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the Bid Security/Performance Security will be forfeited and be debarred from further tendering as per OIL's banning policy available at OIL's website: [www.oil-india.com](http://www.oil-india.com).

**28.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA/LOI:** In case LOA/LOI issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract or the contract is not signed within the time specified in the Bid Document, the Bid Security/Performance Security shall be forfeited and the bidder shall be dealt as per OIL's banning policy available at OIL's website.

**29.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy available at OIL's website. **PROFORMA-XI must be duly filled in bidder's letter head and upload the scanned copy of the same along with techno-commercial bid.**

**30.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**31.0** Any agency which is put under banning/ suspension/ holiday list as per OIL's Banning Policy are debarred from participating in this tender during the currency of the banning/ suspension/ holiday period. Bids of such agencies if received shall be rejected straightway.

**32.0 Bidder(s) must also furnish the followings:**

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE :

h) GST Registration Number (If available):

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

- a) Covering Letter
- b) Bid Evaluation Criteria/ Bid Rejection Criteria (BRC/BEC)
- c) Part-I - General Conditions of Contract (GCC)
- d) Part-II - Schedule of Work, Unit and Quantity (SOQ)
- e) Part-III - Special Conditions of Contract (SCC)
- f) Part-IV - Schedule of Company's Plants, Materials and Equipment (SCPME)
- g) Part-V - Safety Measures (SM)
- h) Part-VI - Integrity Pact (IP)
- i) Pro forma
- j) Annexures

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

**35.0** Both "TECHNICAL" and "PRICED" Bids should be submitted on-line through OIL's e-Tender Portal up to scheduled bid closing date and time and will be opened on the scheduled bid opening date and time as mentioned in e-tender portal at Office of the GM-Contracts (HOD) in presence of authorized representatives of the bidders present, if any.

The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and should be uploaded under "Technical Attachment" Tab only. 18.0 The tender is invited under SINGLE STAGE COMPOSITE BIDS SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab. The Price Bid rates shall be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

Please go through the "**GENERAL GUIDELINES TO BIDDERS**" and "**VENDOR USER MANUAL (Effective 15.09.19)**" provided in OIL's e-Portal, in detail before uploading the document.

**NB:** In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

**36.0 The Integrity Pact is applicable against this tender:** OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who sign the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

33.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

33.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

**Note:** Bidders may contact the Independent External Monitors for any matter relating to the IP at the following addresses:

Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, e-Mail ID: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com) & [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in), Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, e-mail: [ams057@gmail.com](mailto:ams057@gmail.com) and Dr. Ved Prakash, ITS (Retd.), e-mail ID: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com) have been appointed as Independent External Monitors.

**37.0 SCREEN SHOT:**

A few screen shots to find out the required IFB is shown below.

Notes and Attachments → Only Price Details Should Be Uploaded

Technical attachments → All technical bid documents except price details

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

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

The screenshot shows the Oil India Limited e-Procurement portal. On the left, there is a vertical navigation menu with a callout box pointing to the 'Click for User Manuals' link, which is highlighted with a red box. The main content area contains a login form with fields for 'User ID \*' and 'Password \*', buttons for 'Guest User' and 'Log on', and a link for 'Logon Problems? Get Support'. Below the login form are links for 'Supplier Enlistment for E-Tender', 'Important Note for New Portal Users', 'Click here to View Compatibility Settings', 'General Guidelines to bidders', and 'Click for User Manuals'. The footer contains copyright information and links for 'Terms of use', 'Privacy Policy', and 'Refund Policy Docs'.

**Note:**

\* The “Technical Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Priced bid” must contain the price schedule as available in the tender. 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.

**38.0** OIL now looks forward for your active participation in the tender.

**SR. MANAGER-CONTRACTS**  
**For GM-CONTRACTS (HOD)**  
**For EXECUTIVE DIRECTOR-PLS**

**BID EVALUATION CRITERIA & BID REJECTION CRITERIA FOR THE TENDER****(A) BID EVALUATION CRITERIA (BEC):**

1. All the documents related to BEC must be submitted along with the Techno-Commercial Bid. Otherwise, the bid will be considered as non-responsive and rejected.
2. Interested bidders shall have to submit the following documents to qualify for opening of the Price Bid:

**1.0 ELIGIBILITY:**

Ministry of Petroleum & Natural Gas vide Notification No. FP- 20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP- MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

The bidder must be incorporated/registered in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP- 20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The Bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking as per Proforma-XIV from the authorized signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

Note:

a) Original Bid Closing Date shall be considered for evaluation of BRC Criteria in case of any extension of the bid closing date.

- b) A job executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- c) Joint Venture / Consortium: Joint Ventures / consortium are not permitted.

### **1.1 TECHNICAL CRITERIA**

EXPERIENCE: The bidder must have successfully executed / completed similar Works over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central / State Government / PSUs / Nationalized Banks / Public Limited Company as under:

1. One similar completed work costing not less than the amount equal to **Rs. 78,18,448.84**

or

2. Two similar completed works each costing not less than the amount equal to **Rs. 48,86,530.52**

or

3. Three similar completed works each costing not less than the amount equal to **Rs. 39,09,224.42.**

Similar works shall mean:

**"JOB / WORK OF PROTECTION OF PIPELINE EXPOSURE BY CIVIL STRUCTURAL WORK / CIVIL WORK FOR CONSTRUCTION OF RETAINING WALL / CONSTRUCTION OF CIVIL STRUCTURE INVOLVING RCC WORK."**

Note:

(a) Experience of above similar work shall be for any Central Govt./ State Govt./ Semi-Govt./ Public Sector Undertaking/ State Govt. Enterprise/ any Public Limited Company within India and shall be in the name of bidder only. Bid/ contract from sister concern/ group company shall not be considered and shall be rejected.

(b) Job executed by a bidder for its own organization/ subsidiary shall not be considered as experience for the purpose under BEC and shall be rejected.

(c) Bids on Consortium or Joint venture basis are NOT acceptable.

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

### **DOCUMENTARY EVIDENCE FOR TECHNICAL CRITERIA**

Documentary Evidence for proof of experience:

(a) Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

(b) Completion Certificate issued by Project proponent (owner) in their letterhead

having following details:

- Title of project/ contract
- Original period of service as per Letter of Award
- Date of start of the work
- Date of completion of the work
- Total executed value

Note:

It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate. All documents relating to above BEC-BRC clauses must be submitted along with techno-commercial bid. These documents have to be produced by the bidder as and when asked for.

**NON- SUBMISSION OF THE DOCUMENTS AS SPECIFIED IN BRC ABOVE WILL RESULT IN REJECTION OF BIDS.**

2.2 All the supporting documents in compliance with BEC requirements above shall be scanned and uploaded along with the technical bid. Non-submission of the documents will result in rejection of bids.

2.3 Any bid not complying with BEC requirements shall be summarily rejected.

2.4 Original Bid Closing Date shall be considered for evaluation of BRC Criteria in case of any extension of the bid closing date.

2.5 Deviation to the following provision of the tender document liable for rejection of Bid:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

2.6 The successful bidder /contractor shall undertake to indemnify the company against all claims which may arise under the under noted Acts during signing of the contract:

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman's compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.

- g) Employees' Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

In absence of requisite documents, OIL reserves the right to reject the bid without making reference to the bidder.

## **2.0 FINANCIAL CRITERIA**

- a) Bidder must have Annual financial turnover as per audited annual reports for any of the last 3(Three) accounting years, ending original bid closing date, of at least **Rs. 32,57,687.00**

Note: Annual Financial Turnover of the bidder from operations shall mean Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).

### **b) Period for consideration: In any of preceding 3 financial years**

- c) **Net worth: Positive for the preceding financial / accounting year.**

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

- d) ~~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 bala nce sheet/ Financial Statements for the financial year 2024-2025 (or as the case may be) has actually not been audited as on original bid closing date.~~

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

- i) **A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth.**

OR

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

- iii) **Mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice**

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

#### **4.0 COMMERCIAL EVALUATION CRITERIA.**

- 1.0 The following points are deemed as “non-negotiable”, and offer shall be rejected straightaway without seeking clarification:
- i. Validity of bid shorter than validity indicated in the tender.
  - ii. Bid Security Refer “Proforma -BEC/BRC (3)”.
  - iii. In case the party refuses to sign Integrity Pact.
- 1.1 Bids are invited under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders shall quote accordingly. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The “Unpriced Bid” shall contain all techno-commercial details except the prices, which shall be kept blank. The “Price Bid” must contain the price schedule and the bidder’s commercial terms and conditions. Bidder not complying with above submission procedure will be rejected. Bids shall be submitted under single stage COMPOSITE BID System i.e., Technical Bid and Priced Bid separately in the OIL’s e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in “Technical Attachments” Tab and Priced Bid uploaded in the “Notes & Attachments” Tab. **Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.**
- 1.2 Bid security shall be furnished as a part of the Techno Commercial Un-Priced Bid. The amount and validity of bid security should be as specified in the Forwarding letter/Introduction. Any bid not accompanied by a proper bid security will be rejected. In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL. In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given in Clause No. 2.12 of Covering Letter of this tender. However, such bidders must submit the bid security declaration as per format enclosed in Proforma-VIII.
- 1.3 The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- 1.4 Validity of the bid shall be minimum **90 days** from the final Bid Closing date. Bids with lesser validity will be rejected.

- 1.5 All the Bids must be Digitally Signed using **Class III digital certificate** (ecommerce application) with 'Certificate Type: Organization Certificate' 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. The bid signed using other than "Class 3" and "Organization" digital certificate, will be rejected. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.
- 1.6 Successful bidder will be required to furnish a Performance Security within 30 days from the date of notification of the award and it should remain valid for a period of 03 (three) months beyond the date of completion of all contractual obligations of the supplier, including warranty / guarantee / defect liability period (if any). Performance guarantee shall be up to 10% of the contract value for which Contractor shall submit a Performance Security amounting to 2.5% of the contract value at the time of award of contract and remaining 7.5% shall be deducted from their running bill(s).
- 1.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued & purchased the tender document online.
- 1.8 Bids containing incorrect statement will be rejected.
- 1.9 No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.
- 1.10 The bidder shall submit an undertaking/declaration as per Annexure-VIII confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their forementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.
- 1.11 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
- 1.12 Bidder shall submit the Price Break up as per the Price Breakup Format (Proforma-A). Bidders should fill up the annexure, sign and upload under "Notes & Attachments" >"Attachments" only.
- 1.13 Comparison of offers shall be done on total price quoted and contract shall be awarded to the lowest techno-commercially acceptable L1 bidder.

- 1.14 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 be adopted for evaluation.
- 1.15 Price bids of only those bidders will be evaluated whose offers are found to be techno-commercially acceptable.
- 1.16 Purchase Preference (Linked with Local Content) (PP-LC) and purchase preference to MSE or MII bidders is not applicable against this tender.
- 1.17 The **Integrity Pact** is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed in the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. The name of the OIL's Independent External Monitors at present are as under:

Shri Ram Phal Pawar, IPS (Retd.),  
Former Director, NCRB, MHA Mobile No.: 8017017878  
E-mail id: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com)  
[rampahal.pawar@ips.gov.in](mailto:rampahal.pawar@ips.gov.in)

Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary,  
Ministry of Ayush, Govt. of India  
Mob No.: 9810701876  
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Dr. Ved Prakash, ITS (Retd.)  
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Gurgaon-122009  
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E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)

- 1.18 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.
- 1.19 Other terms and conditions of the enquiry shall be as per General Condition of Contract-GCC. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the Clauses in GCC of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

- 1.20 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 1.21 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 1.22 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- 1.23 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.
- 1.24 Original Bid closing date will be considered for evaluation of BEC/BRC criteria even in case of any extension of the original Bid Closing Date.
- 1.25 It is 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/parameters, as the case may be.
- 2.0 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
  - a. Firm price
  - b. EMD / Bid Bond Bid Security Declaration
  - c. Scope of work
  - d. Specifications
  - e. Price schedule
  - f. Delivery / completion schedule
  - g. Period of validity of bid
  - h. Liquidated Damages
  - i. Performance bank guarantee / Security deposit
  - j. Guarantee of material / work
  - k. Arbitration / Resolution of Dispute
  - l. Force Majeure
  - m. Applicable Laws
  - n. Integrity Pact, if applicable
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made.
- 3.1 In case of identical lowest offered rate by more than 1 (one) bidder, the selection of L1 bidder will be chosen by draw of lots amongst the techno-commercially acceptable parties offering the same lowest price.
- 4.0 PRICE SCHEDULE:**

Bidder shall submit the Price Break up as per Price Bid Format. Bidders should fill up the proforma, sign and upload under “Notes & Attachments” >“Attachments” only. Evaluation of offers shall be done on as per price bid format.

- 4.1 **Comparison of offers shall be done on as per price bid format. Contract shall be awarded to the L1 bidder evaluated as per the price bid format.**
- 4.2 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 be adopted for evaluation.
- 4.3 Price bids of only those bidders will be evaluated whose offers are found to be techno-commercially acceptable.
- 4.4 No press advertisement will be published regarding amendment to Bidding Document or extension of Bid Closing Date. The same will be uploaded in OIL's website and informed to all prospective bidders who have received the bidding documents. Bidders to keep themselves updated.
- 4.5 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 5.0 Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
- 6.0 There should not be any indication of price in the Un-priced Techno-Commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.
- 7.0 **CRITERIA FOR LOCAL CONTENT (LC):**

**The bidder must be incorporated/constituted in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No.FP20013/2/2017-FP-PNG-Part (4) (E41432) dated 26th April 2022, (including subsequent amendments thereof, if any) shall be applicable in this tender.

Only 'Class-I & Class-II local supplier' shall be eligible to bid against this tender. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this policy. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% as defined under this policy.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the

bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.

(b) The Bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid, stating that the bidder meets the minimum LC requirement (equal to or above 20%) and such undertaking shall become a part of the contract, if awarded [Format enclosed as Proforma-VII].

(c) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

8.0 **RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:** Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

8.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].

8.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

8.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

8.4 The beneficial owner for the purpose of para 8.3 above will be as under:

8.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one

or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 8.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 8.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 8.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 8.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 8.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 8.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Annexure-X** in this respect to be submitted by the bidder.
- 8.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 8.8 The bidders to provide an undertaking as per **Annexure-XI** along with their bid complying with Clause No. 10.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 9.0 **GENERAL:**

- 1.0** Submission of Forged Documents: Bidders should note that Company may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / 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 and forfeit EMD / SD submitted by the bidder(s), besides taking action as per OIL's Banning Policy available in the OIL's website.
- 2.0** 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.
- 3.0** 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 on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.
- 4.0** Bidder(s) must note that requisite information/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.
- 5.0** 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.
- 6.0** If any of the clauses in the BEC/BRC contradicts with any of the clauses of the tender document/disclaimer/guideline/user manual/report or any other field displayed in the e-tender portal, the clauses in the BEC/BRC shall prevail.
- 11.0** **COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

\*\*\*End of BEC-BRC\*\*\*

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES: CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14" OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

- 1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location \_\_\_\_\_ .
- 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** i) 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.
- ii) Contractor shall have to produce the valid certificates (Forest Royalty Clearance Certificate) from the concerned departments, as per applicable rate towards forest produce used against the contract to HOD (Civil) prior to processing of final payment. In absence of valid certificates, the final bill shall not be processed.
- 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/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel 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. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.
- 4.0** The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

However, during the actual execution of the contract, if the contract is to be utilised in a different zone due to Company's operational requirement, and accordingly if the rates of the contractual items are different as in OIL's Schedule of Rates (SOR), then the rates as per the actual zone of execution will be applicable for the contractual items and shall be adopted from the same OIL's SOR which has been adopted in the tender. In that case, the rates shall be applicable for both the contractual quantities as well as for the additional quantities, if required to be executed.

If any additional items (items not covered in the tender / contract) are required to be executed during actual execution of works, the payment of such items shall be made as per the rates of OIL Schedule of Rates (SOR) prevailing in the working zone (the zone where the contract is utilized) at the time of issuance of advice by Company to execute such additional items.

- 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 Factories 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. Goods and Service Tax (GST) Law,

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 Contractor must complete the work within **18 months** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The HOD-Civil's certificate as to the criticality or otherwise of an item shall be final.

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

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

9.0 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 all-inclusive Price (i.e. the Contract price) is ₹ \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in c-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 Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

11.0 The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence 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 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

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

14.0 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.

15.0 The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The

Company's representative shall not allow/accept those men who are not provided with the same.

- 16.0** All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except PF & GST, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except PF & GST. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.
- 17.0** The Contractor shall deploy local persons in all works.
- 18.0** The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).
- 20.0 SPECIAL CONDITIONS:**

- a) The Contractor shall obtain and submit the Labour Clearance Advice (LCA) / Labour Clearance Certificate (LCC) within 14 days of signing the contract agreement. If the contractor fails to submit the LCA / LCC within 14 days of signing the contract agreement, the period of delay in submission of LCA / LCC shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 8 of GCC (Part-I of this contract) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued.

However, if submission of LCA / LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In such cases, the decision as to whether the reason of delay is attributable to the contractor or not shall be taken by the Head of Civil Engineering Department and the work order will be issued accordingly.

- b) Retention Money @ 7.5 % will be kept as Performance Security Deposit against the contract and will be deducted from the running bill in addition to 2.5% submitted as Performance Security after issue of LOI/LOA. The amount of retention money and performance security deposit shall be released after defect liability period under the contract (including extension, if any). A part or whole of retention money and performance security shall be used by the Company in realisation of liquidated damage or claims, if any, or for adjustment of compensation or loss due to the Company for any reason. The retention money and performance security shall not earn any interest.
- c) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- d) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of the Employees 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. 12% P.F. will be applicable on the wage component of the contract cost. Wage component of the Contract cost is 18.31 %.

Contract Cost excluding PF: The P.F deposited by the Contractor, will be reimbursed on production of documentary evidence of depositing the same to the authority concerned.

Contract Cost including PF: 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 P.F. Contribution on wage component.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.

- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) The Contractor shall be in a position to execute 2(two) locations simultaneously.
- o) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- p) If needed water and electricity will have to be arranged by the Contractor at his own cost.
- q) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- r) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- s) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.
- t) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.

**21.0 SPECIAL INSTRUCTION:**

The contractor must quote considering the prevailing minimum Labour wage rate for each day of work.

**22.0 GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC****22.1 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.

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

**22.3** "**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.

**22.4** 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**. 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 filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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 filed under GST laws & rules should be timely filed by supplier with requisite details.

**22.6 Where OIL is not entitled to avail/take the full input tax credit of GST:**

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**.

**22.7** 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.

**22.8** 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.

**22.9** **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**.

**22.10** **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.

**22.11** 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.

**22.12** 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.

**22.13** 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.

**22.14** 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.

**22.15** 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.

**22.16** 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 (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **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.

**22.17** 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.

#### **22.18 Documentation requirement for GST**

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

Any invoice issued shall contain the following particulars

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

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

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

#### **22.19 ANTI-PROFITEERING CLAUSE**

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.

**22.20** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

**23.0 INSURANCE:**

23.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

- a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.
- b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.
- c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.
- d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.
- e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

**23.2 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by insurance provided for in this article solely by reason of a deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

23.3 The CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

23.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**23.5 Waiver of subrogation:**

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

“The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees”.

**23.6 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required”.

**23.7 Additional Assured:**

“**OIL India Limited**” is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

**23.8 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and the indemnity is afforded to all policies.

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

23.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

23.10 The Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

**23.11 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

23.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- (i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.
- (ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- (iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- (iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- (v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.
- (vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima

Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

**Note:** This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

**(vii) Any other insurance policy set forth in the SCC**

**24.0 SETTLEMENT OF DISPUTES:**

**24.1** If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

**24.2 Resolution of Dispute through SAC:**

- a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.
- b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 23.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. [www.oil-india.com](http://www.oil-india.com)
- c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.
- d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

**24.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):**

- a) 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 through Conciliation/Mediation, the same shall be referred to Arbitration.
- b) A party wishing to commence arbitration proceeding shall invoke an 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.
- c) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Upto Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

- d) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- e) 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.
- f) 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.
- g) Parties agree and undertake that neither shall be entitled for any pre- reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- h) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended from time to time).
- i) 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete.
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- j) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- k) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- l) The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

**24.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

**24.6 Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

**25.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared / undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the

alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

**26.0 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.

**27.0** 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.

**28.0 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)."

**29.0 COMMISSION OF MISCONDUCT / SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:** The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**30.0 ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**31.0 TERMINATION:**

- a) **Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- b) **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.
- c) **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-24.0 above.
- d) **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- e) **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- f) **Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- g) 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 or partially to the extent of non-performance, 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.
- h) 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 Article from (a) to (g) 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 of services as per the Contract upto the date of termination.

- i) **Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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. No demobilization charges shall be payable by COMPANY in case of Article from (d) to (g).

- 32.0 SUB-LETTING:** The contractor shall not sub-let the WHOLE of the Works. Except where otherwise provided by the contract, the Contractor shall not sub-let any PART of the Works without the written consent of the Engineer-in-Charge and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workmen, provided always that the provision of labour on a piece-work basis shall not be deemed to be a sub-letting under this Clause.

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

Signed, Sealed and Delivered,

<b>For and on behalf of Contractor</b>	<b>For and on behalf of Company</b>
M/s. _____ Address _____ _____ -	Oil India Limited PHQ, Guwahati Assam- 781171
Signature _____ Name of Signatory _____	Signature _____ Name of Signatory _____
Seal of Contractor's firm	Seal of Signatory

(In presence of)	(In presence of)
Signature _____ Name _____	Signature _____ Name _____ -

**PART II - SOQ****PROFORMA-A**

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**

**Description: CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14" OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M.**

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

<b>SOR NO.</b>	<b>DESCRIPTION OF SERVICE</b>	<b>UOM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
10	Surface dressing of the ground including removing vegetation	M2	2800		
20	EXCAVATION BY MECHANICAL MEANS Earth work in excavation by mechanical means(Hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. In all kinds of soil.	M3	1008		
30	FILLING OF TRENCHES Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	M3	403.2		
40	PROVIDING & LAYING IN POSITION CEMENT Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 ( 1	M3	49.35		

<b>SOR NO.</b>	<b>DESCRIPTION OF SERVICE</b>	<b>UOM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	Cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)				
50	PROVIDING AND LAYING REINFORCED CEMENT Providing and Laying in position reinforced cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:2:4 ( 1 Cement: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	M3	289.1		
60	CENTERING AND SHUTTERING Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete.	M2	3990		
70	PROVIDING & LAYING REINFORCEMENT FOR RCC Providing & Laying reinforcement for R.C.C. work including straightening cutting, bending, placing in position and binding all complete. Cold twisted bars.	KG	24,422.33		
80	SERVICES OF EXCAVATOR / JCB / HYDRA The job involves services of JCB/Hydra (inclusive of fuel) for lowering. The job will be carried out as per direction of the site Engineer.	DAY	100		
90	TRENCH PROTECTION ON BOTH SIDES Trench Protection (Both side of the trench) Services of Bamboo Piling and CGI sheet Work of total height of 1.2 m with centre to centre of vertical Bamboo spacing of maximum 15 cm and provided with 2 horizontally split bamboos running horizontally fixed with binding wires and nails and	M	700		

<b>SOR NO.</b>	<b>DESCRIPTION OF SERVICE</b>	<b>UOM</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	including supply of all materials like jati bamboo, CGI sheets, binding wire etc. to stop erosion of soil. The Job shall be as per instructions of the Engineer in Charge.				
100	SUPPLY & INSTALLATION OF SAND FILLED BAG JOB INVOLVES SUPPLY & INSTALLATION OF SAND FILLED BAGS BELOW THE PIPE, BOTH AFTER EXCAVATION & BEFORE LOWERING	NO	350		
110	Services of Skilled Rigger during lowering of pipeline.	NO	90		
120	NIGHT GUARD	NO	100		
130	SUPPLY OF BOULDER 150 MM TO 250 MM	M3	1008		
140	HEAD CARRYING CHARGE FOR BOULDER	M3	1008		
150	BOULDER SAUSAGE WORK	M3	1008		
<b>Grand Total Cost excluding GST</b>					
<b>Add. GST @__%</b>					
<b>Grand Total Cost including GST</b>					

**Total Price Excluding GST (in Words) : Rupees**

**Total Price Including GST (in Words) : Rupees**

Notes:

1.0 The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intrastate supply respectively and Cess on GST, if applicable) on the final services.

2.0 Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services Excluding applicable GST (CGST & SGST/UTGST or IGST)

3.0. Refer relevance GST Clauses in Tender.

4.0. Bidders are required to quote for all the items as per Price Bid Format; otherwise, the offer of the bidder will be straightway rejected. The price bid should be properly signed & sealed by the Authorized signatory of the Bidder.

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

6.0 Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes except PF and GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

7.0 Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding PF and GST.

8.0 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price.

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

**INDIRECT TAXES/ GST**

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
  - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
  - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
  - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.** However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities

*provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*

**6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)**

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

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

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

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

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## **PART-III**

**The Clauses of SCC shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

### **WORKS CONTRACT**

#### **Special Conditions of Contract (SCC)**

#### **DESCRIPTION OF WORK/SERVICES: CONSTRUCTION OF RCC RETAINING WALLS WITH COVER SLAB ALONG THE PIPELINE FOR 14" OD NAHARKATIYA BARAUNI PIPELINE (NBPL) AT HATINALA-MORAGHAT (NBPL KM 730-732), WB, FOR AN APPROXIMATE LENGTH OF 700 M**

#### **1.0 SCOPE OF WORK:**

Brief specifications are given here under for general guidance purpose of the tenderers. The job scope includes providing and Laying C.C work, RCC work, shuttering work and all other activities as spelt out in the specifications. It shall clearly be noted that the bidders are required to quote their rates taking into consideration all aspects as per site requirements and specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials (excluding cement) and labour and other taxes & levies and other legitimate expenses required for working in OIL's protected areas. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and also any other works necessary to complete the job though especially not covered in the scope of work.

In general, the scope of work covers the following but not limited to:

- A. All debris shall have to remove up to a distance of 50m outside the periphery of the protected area or as per direction of Engineer-In-Charge.
- B. Providing and laying 1:3:6 Cement Concrete work (1 cement: 3 coarse sand: 6 graded stone aggregate; 40mm nominal size) concrete in foundation bed.

#### **2.0 SITE CLEARANCE:**

Disconnection of electrical, water & soil line should be confirmed before starting of the job and removal of all debris from the site after completion of work at contractor's own cost.

#### **3.0 CONCRETE (P.C.C.):**

(a)All cement concrete work to be in prop 1:3:6 as specified with broken stone of size 40-20 mm nominal size. The mixing shall be done thoroughly to receive uniform mass, colour and consistency. Mixing shall be done by using appropriate capacity mixture machine as specified. The concrete shall be thoroughly compacted by punning, prodding and using vibrator during the operation of placing.

#### 4.0 CURING

Concrete & plaster surface shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. It shall be covered with a layer of sacking, sand, canvas, Hessian or similar absorbent materials and kept constantly wet for ten days from the date of placing of concrete and plastering. Alternatively, the concrete being thoroughly wetted and covered by layer of approved waterproof material which should be kept in contact with it for seven days.

#### 5.0 WATER

Water for mixing cement mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantity of silt and traces of oil, acid, injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or causes efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Site Engineer. Potable water is generally considered satisfactory for mixing and curing concrete mortar masonry etc. Where water other than from main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected there with shall be borne by the contractors.

#### 6.0 STORAGE

Cement in bags shall be stored on wooden platforms minimum 200mm above the floor level and minimum 600mm above the ground level whichever is higher, in perfectly dry and watertight sheds. The cement shall be stacked not more than eight bags high and, in a manner, to facilitate their removal and use in the order in which they are received. Cement bags shall be stacked at least 450mm clear off the walls and the space between the consecutive two rows shall not be less than 600mm.

Storage of cement at the work site shall be at the Contractor's cost and risk. Any damage occurring to the cement due to faulty storage or negligence on his/her/their part shall not be used in the work and shall have to inform immediately the Engineer-in-charge in writing.

The contractor shall keep proper records on site in respect of daily consumption in binded book.

#### 7.0 SPECIAL INSTRUCTION TO THE CONTRACTOR

(i) Contractor must have mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for de-watering for excavation job for which no extra payment will be made.

(ii) Watch and ward, loss or damage to Company's property's' theft and other incidental charges shall be Contractor's responsibility.

(iii) Efficient workmen to be engaged by the Contractor.

(iv) The Contractor's representative should report to Engineer-in charge on all working days at 7.30AM for day to day instruction

(v) Materials if rejected should be removed from site within 48(forty eight) hours of rejection, failing which the company reserves the right to get the rejected materials removed at the risk and cost of the contractor.

(vi) The Company reserves the right to get the part or whole work completed through other agency at the risk and cost of the contractor if he fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.

(vii)The Contractor shall obtain labour clearance certificate prior to issue of work order.

(viii)Water that may accumulate on the site during progress of the works or in trenches and excavation from site to entire the satisfaction of the Engineer-in-charge and at the Contractor's expense.

(ix)If needed water and electricity will have to be arranged by the Contractor at his own cost.

(x)The Contractor and his workmen have to strictly observe the safety precautionary rules as per applicable Factory / Mines Act (Latest edition) while executing the work.

(xi)No Road closure will be allowed during execution of work and necessary traffic signal/road boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.

(xii)The Contractor will be required to work expeditiously at the site and must visit the site before tendering.

(xiii)Welding and cutting sets with fuel & operator, welder, fitter etc including supply of all necessary accessories shall be arranged by the Contractor at his cost at site for fabrication and erection work.

(xiv)Hot and Cold permit, Gas leakage testing certificate to be obtain from competent authority (if applicable).

(xv)The Contractor will be required to submit, the test report of materials supplied by contractor, inline with the approved SOP of Civil Section, PHQ Guwahati.

(xvi)Quantity of cement used will be calculated as per consumption rate as per CPWD standard.

(xvii)Since the job will be carried out inside industrial areas Contractor shall have to arrange necessary entry pass, ID card etc. as per requirement of CISF / Security Unit for security reason. The Rules of "Restricted Area" must be observed.

(xviii)Successful L-1 bidder must submit ESI registration details prior to execute the job (if applicable).

(xix)Company's internal estimate (IE) is prepared inclusive of all materials, labours, (Excluding cement), tools & equipment, PPE, machinery and all taxes except PF & GST.

(xx)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. During the actual execution of the contract, if any, additional items (deviated items) are required, which are not covered in the tender, payments of such items shall be made at the current Schedule of Rates. In case of positive variation in quantity of any item from the quantity mentioned in the schedule of work during the actual execution of work, the Contractor will have to carryout the positive varied quantity at the contract rate, or Internally estimated rate, whichever is lower.

(xxi)NOTE TO BIDDER:

a) Successful L1 bidder after award of contract shall have to maintain the following-

i. Annexure I (Material statement)

ii. Annexure II(User feedback form)

iii. Annexure III( Hindrance Register)

b) Bidder has to submit the following documents along with the bids:

i. Undertaking by bidder in respect of quoted price against tender. (Proforma-I)

ii. Undertaking by bidder in respect of EPF & MP Act 1952. (Proforma-XII)

iii. Undertaking by bidder towards submission of Authentic information/ Documents. (Proforma-XIII)

c)Clause 8.01 - 8.07 of GCC is not applicable for contractors who are already registered with OIL INDIA LIMITED.

d)INDEMNITY AND INSURANCE:

i) The contractor shall provide suitable insurance coverage from the date of issuance of work order to the end of defect liability period of the contract for the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel.

1. Loss of or damage to the works plants and materials.
2. Loss of or damage to the equipment.
3. Loss of or damage of property (except the works, plant, materials & equipment) in connection with the contract.
- d. Physical injury or death of all his manpower deployed by him.

ii) In the event of any loss or damage, it shall be the responsibility of contractor to lodge the claim with insurer and Contractor shall put his best effort with the insurer for early settlement of the claim.

iii) The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the issuance of Work Order. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned above against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.

iv) Contractor shall at his own expense arrange, secure, maintain and renew insurance for the events mentioned above throughout the contract period including the defect liability period.

v) Indemnity Agreement:

The contractor shall at all times indemnify and keep indemnified the Company and its personnel from and against all third party claims whatsoever, including but not limited to property loss and damage, personal accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Company.

#### 8.0 HSE POINTS TO BE INCORPORATED IN THE CONTRACT

(i) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely, the person employed by him, the equipment, the environment, etc.) under the jurisdiction of

the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

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

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

(iv)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.

(v)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.

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

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

(viii)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.

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

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

(xi)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.

(xii)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.

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

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

(xv)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.

(xvi)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.

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

(xviii)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.

(xix) 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.

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

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

(xxii) 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.

9.0 Labour payment to be done as per minimum rates of wages applicable.

10.0 Materials supplied for the job is to be checked & measured before use by an authorised person from PLM-PS08.

11.0 Coating materials, cement, and sausage net rolls shall be provided by OIL as free issue materials.

**12.0 PENALTY CLAUSE:**

The following penalties shall be imposed to the Contractor on the basis of non-compliance of the following statutory guidelines :-

- a) For not using PPE (helmet, gloves, overall, shoes): Rs 500 per day/item/person
- c) Working on live electrical circuits without work permit/authorization: Rs 2000 per case per day
- d) Non-display of safety boards, emergency contact numbers, etc. as instructed by Engineer-in-Charge: Rs 500 per occasion
- e) Not receiving the EXCAVATOR/JCB/HYDRA etc at site as instructed by the Engineer In-charge: Rs 2500 per case per day

**13.0 PAYMENT TERMS:**

- a) Payment shall be done based on the actual progress of the work, as per the measurement sheet, and as instructed by the Engineer In-charge.
- b) No advance payment shall be done.

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**OIL INDIA LIMITED**

**ANNEXURE - I**

MATERIALS STATEMENT

Job Title \_\_\_\_\_ Est. No. \_\_\_\_\_ Cost Center \_\_\_\_\_

Sheet No. \_\_\_\_\_

Item No	Description	Unit	Quantity	Unit Cost	Total Cost	Remarks	Origin	DETAILS OF RESERVATIONS									
								Dt.	Qty.	Sig.	Dt.	Qty.	Sig.	Dt.	Qty.	Sig.	

WORK ORDER NO.

**JOB COMPLETION CERTIFICATE** *Annex-II*

Ref. No:

Dated:

GM, PLM (PL)

Oil India Limited, PHQ Noonmati

Ref. Notification No:

Date:

Ref. Purchase Requisition no:

Date:

Ref. Purchase Order No:

Date:

Job operation period –

to

Job description:

I, \_\_\_\_\_ V/Code: \_\_\_\_\_ *have* completed the contents of works mentioned in above notification/requisition.

Signature of the  
contractor

This is to certify that the job has been satisfactorily completed by the contractor as per the above notification at PHQ, Noonmati .

Remark (if any) from the requestor: \_\_\_\_\_

Signature of Supvr./Site J.E.

Name:

Designation:

Salary code:

Signature of the user/occupant

Name:

Designation

Salary code:

Signature of Engg-In-charge (Civil)

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

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

Salary code: \_\_\_\_\_

Signature of requestor:

Name:

Designation:

Salary code:

Dated : \_\_\_\_\_

Office Seal.

**PAYMENT TERMS**

**AS PER CLAUSE NO. 13 OF SCC**

**\*\*\*\*\***

**WORKS CONTRACT**

**SCHEDULE OF COMPANY'S PLANTS, MATERIALS AND EQUIPMENT**

**OIL INDIA LIMITED  
(A Government of India Enterprise)  
CONTRACTS SECTION, PHQ  
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

**SCHEDULE OF COMPANY'S PLANTS, MATERIALS & EQUIPMENT**

Coating materials, cement, and sausage net rolls shall be provided by OIL.

**\*\*\*\*\***

**MEASURES**

**To,**

**GM-CONTRACTS (HOD)**

**OIL INDIA LIMITED**

**GUWAHATI-781171**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE Hiring services for the construction of RCC retaining walls with cover slab along the pipeline for 14" OD Naharkatiya Barauni Pipeline (NBPL) at Hatinala-Moraghat (NBPL KM 730-732), WB, for an approximate length of 700 m**

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, 2017 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.

**MEASURES**

- 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 HSE (Health Safety & Environment) points mentioned in SCC.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

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"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring services for the construction of RCC retaining walls with cover slab along the pipeline for 14" OD Naharkatiya Barauni Pipeline (NBPL) at Hatinala-Moraghat (NBPL KM 730-732), WB, for an approximate length of 700 m”**. 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.

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 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:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.

I. 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.

II. 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 substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder**

Contractor

Company

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:
- I. The Bidder 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 subsequent contract execution, if awarded.
  - II. The Bidder 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.
  - III. The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.
  - IV. The Bidder 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.
  - V. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
  - VI. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - VII. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder 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, for such reason.

1. If the Bidder 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 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 2 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 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 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 bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.
2. The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.
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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 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.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

#### **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. 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 case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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**

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**For the Bidder/Contractor**

Place: Guwahati.

Witness 1: .....

Date:

Witness 2: .....