



**OIL INDIA LIMITED**

**BID DOCUMENT**

**Tender NO. : CGI0454P26**

**To Provide day to day services of Works Contract Labours (Listed unskilled) in assisting various jobs in Electrical & Cathodic Section of PS5 & office of GM(E&C)PL, CGM(E&C)PL and Hiring services of WCL(P) Unskilled at Materials Department, PHQ Guwahati.**

## **INDEX:**

**Instruction to bidders** : Bidders are required to submit their bid through online with their quoted rates as per Section –III in Price-**Bid Format-A** along with all relevant documents as required.

### **Covering Letter with Salient features**

- Part -I** : Instruction to Bidders
- Part-II** : Bid Rejection/Evaluation Criteria
- Section - I** : General terms and Condition of the Contract
- Section - II** : Special terms and conditions
- Section-III** : Proformas and appendix



## FORWARDING LETTER

Sir,

1.0 OIL INDIA LIMITED (OIL), a “Maharatna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross-country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.

2.0 In connection with its operations, OIL invites **Domestic Competitive Bids** under **Single Stage Composite Bid System** from competent and experienced Contractors for “To Provide day to day services of Works Contract Labours (Listed unskilled) in assisting various jobs in Electrical & Cathodic Section of PS5 & office of GM(E&C)PL, CGM(E&C)PL and Hiring services of WCL(P) Unskilled at Materials Department, PHQ Guwahati.” **through OIL’s e-procurement portal**. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- |        |                                         |                                                        |
|--------|-----------------------------------------|--------------------------------------------------------|
| (i)    | Invitation For Bid (IFB) No.            | : <b><u>CGI0454P26</u></b>                             |
| (ii)   | Type of IFB                             | : <b><u>Single Stage composite Bid System</u></b>      |
| (iii)  | Pre-Bid Conference Date                 | : Not Applicable                                       |
| (iv)   | Venue of Pre-Bid Conference             | : Not Applicable                                       |
| (v)    | Last Date of Receipt of Pre-Bid Queries | : Not Applicable                                       |
| (vi)   | Bid Closing Date & Time                 | : As per online data                                   |
| (vii)  | Technical Bid Opening Date & Time       | : As per online data                                   |
| (viii) | Priced Bid Opening Date & Time          | : Shall be intimated later.                            |
| (ix)   | Bid Submission Mode                     | : Bid should be uploaded in OIL’s E-Procurement portal |

(x) Bid Opening Place

Office of the General Manager(Contracts)

Oil India Limited, Pipeline Head Quarter  
Guwahati-781171, Assam, India

- (xi) Bid Validity : 90 **days** from date of Closing of bid
- (xii) Mobilization Time : NIL
- (xiii) Bid Security Amount : NIL
- (xiv) Bid Security Validity : NA
- (xv) Amount of Performance Guarantee : 3 % of the contract value
- (xvi) Retention Money : **Not applicable**
- (xvi) Validity of Performance Security : Up to **3 months** from date of completion of contract
- (xvii) Duration of the Contract : **1 (One) Year 11 (Eleven) months and 2 (Two) weeks.**
- (xviii) Bids to be addressed to : GENERAL MANAGER(CONTRACTS)  
OIL INDIA LIMITED  
PIPELINE HEAD QUARTER  
GUWAHATI-781171, ASSAM, INDIA

### 3.0 INTEGRITY PACT: NOT APPLICABLE FOR THIS TENDER

*OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section – V” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (alongwith 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.*

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

All the Bids must be Digitally Signed using “Class 3” digital certificate [Organization] (e-commerce application) only 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” digital certificate, will be liable for rejection. **Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system.** Please refer “Guideline to Bidder for participating in OIL”

5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

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

7.0 Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the

technical specifications as well as BEC/ BRC and upload the same in the area”. No price should be given in above, otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”

Notes and Attachments

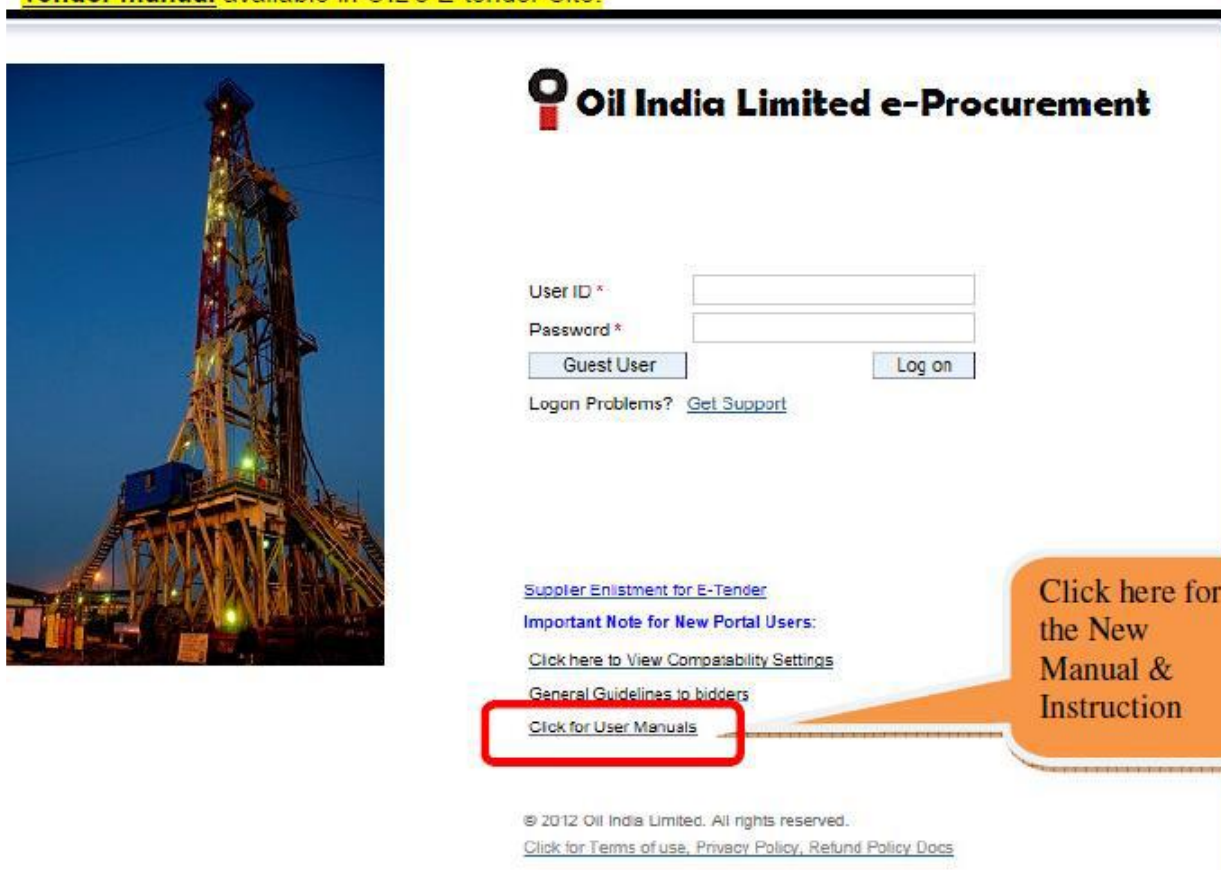
→ Only Price Details Should Be Uploaded

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:



Oil India Limited e-Procurement

User ID \*

Password \*

Guest User Log on

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Compostability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

**Notes :**

- \* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.
- \*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser

window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,  
Yours faithfully,  
OIL INDIA LIMITED

General Manager (Contracts)  
For Executive Director (PLS)

**PART-I**

**INSTRUCTIONS TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS**

**2.1 TENDER FEE: NIL**

**2.2 EMD: NIL**

**EMD: EMD DECLARATION FORMAT:**

**~~No Bid security is applicable against this tender. However Bid Security declaration as per PROFORMA – EE to be furnished by the bidders along with the technical RFx.~~**

~~TENDER FEE:~~

~~2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of nil only by online transaction. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.~~

~~2.1.2 Tender fee shall be paid one week prior to Bid Closing date. Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.~~

~~2.2 EXEMPTION OF TENDER FEE & EMD:~~

**DECLARATION FOR BID SECURITY**

**PROFORMA-EE**

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

Sub: .....

Tender No:.....

Dear Madam/Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

\*\*\*\*\*

- ~~(i) **Micro & small Enterprises (MSME)**, Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.~~
- ~~(ii) **Public Sector Undertakings (PSU)**, **Central Govt. Departments** are also exempted from payment of tender fee.~~
- ~~(iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.~~
- ~~(iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.~~

- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments , Micro & small Enterprises (MSME) ,Small Scale Industries (SSI)** registered with NSIC under Single Point Registration Scheme are exempted from payment of **Earnest money deposit (EMD)** for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

**2.3 TRANSFERABILITY OF BID DOCUMENTS:**

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

2.3.2 Unsolicited bids will not be considered and will be rejected straightway.

**2.4 DOCUMENT:**

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

- a) A forwarding letter highlighting the following points.:
- i) Company's Tender No.
  - ii) Bid closing date and time.
  - iii) Bid opening date, time and place.
  - iv) Bid submission place.
  - v) Bid opening place.

**Part -I** : Instruction to Bidders

**Part-II** : Bid Rejection/Evaluation Criteria

**Section - I** : General terms and Condition of the Contract

**Section - II** : Special terms and conditions

**Section-III** : Proformas and appendix

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

**3.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

- 3.2 *All corrigenda, amendments, time extension, clarifications etc. if any will be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.*

#### 4.0 PREPARATION OF BIDS

##### 4.1 LANGUAGE OF BIDS:

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

##### 4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

#### 5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 Bids are invited under **Single Stage Composite Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

General Manager (Contracts), Oil India Limited  
Pipeline Head Quarter, Narangi  
P.O.: Udayan Vihar, Guwahati, Assam – 781171

##### 5.2 Envelope:

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief General Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. *A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid documents.*
- ii) Any other document required to be submitted in original as per tender requirement.

*Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.*

##### 5.3 E- FORM FOR ONLINE SUBMISSION:

5.3.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.

- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause 9.0 of this section.
- iv) Copy of Bid Security furnished in accordance with clause 10.0 of this section.
- vi) *Copy of signed Bid document without indicating prices.*

5.3.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**NOTE:**

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief General Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

**6.0 BID FORM:**

*The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.*

**7.0 BID PRICE:**

7.1 *Unit prices must be quoted by the bidders both in words and in figures.*

7.2 **Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.**

7.3 All duties and taxes including, Contract Tax, Corporate income Taxes and other levies except **GST** payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 CURRENCIES OF BID AND PAYMENT:**

8.1 **Bid currency and payment shall be INR.**

## 9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

## 10.0 SIGNING OF BID:

10.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in **Para 5.2(ii) above**.

**The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.**

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

10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma-G) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*

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

10.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*

10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## 11.0 BID SECURITY: **NOT APPLICABLE FOR THIS TENDER**

11.1 Pursuant to clause 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs. NIL**

- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:

(a) A Bank Guarantee in the prescribed format vides **proforma-C** or in another form acceptable to the Company issued by any of the following Banks.:

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder

**OR**

ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

The Bank Guarantee shall be valid for **30 days beyond the validity of the bids** asked for in the Bid Document.

*Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.*

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

- a. (i) *“MT760/ MT760 COV for issuance of bank guarantee”*  
(ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

*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.”*

*b)The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee*

(b) **By online Transaction**

- 11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.

11.7 The Bid Security may be forfeited:

- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)  
**or**
- b) If a successful Bidder fails:
  - i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**
  - ii) to furnish the Performance Security.

11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*

11.9 *Central Govt. offices , Micro & small Enterprises (MSME), Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme and Central Public Sector undertakings are exempted from submitting Bid Security.*

## **12.0 PERIOD OF VALIDITY OF BIDS:**

12.1 Bids shall remain valid for **120 days** after the date of bid opening (technical) prescribed by the Company.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

**13.0** All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

**14.0** Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

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

Bids must be received by the company within Bid Closing Date as specified in the “Forwarding Letter”.

## **16.0 LATE BIDS:**

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

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

- 17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 17.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

#### **18.0 PRE-BID CONFERENCE/ MEETING:**

*No Pre bid Meeting is envisaged for this Tender.*

#### **19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

#### **20.0 OPENING AND EVALUATION OF BID:**

- 20.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 20.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 20.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 **To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion.**

**The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**

- 20.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 **A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.**
- 20.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

#### **21.0 OPENING OF COMMERCIAL/ PRICE BIDS:**

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

#### **22.0 EVALUATION AND COMPARISON OF BIDS:**

- 22.1 The Company will evaluate and compare the bids as per **Section-III** of the bidding documents.
- 22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 22.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

#### **23.0 CONTACTING THE COMPANY:**

23.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

## **24.0 AWARD OF CONTRACT**

### **AWARD CRITERIA:**

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

## **25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

## **26.0 NOTIFICATION OF AWARD:**

26.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

26.2 *The notification of award will constitute the formation of the Contract.*

26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

## **27.0 SIGNING OF CONTRACT:**

27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

## **28.0 PERFORMANCE SECURITY**

28.1 Successful bidder shall be required to furnish an amount equivalent to **3%** of the estimated total contract value as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **three** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma-D**.

i) A Bank Guarantee in the prescribed format vide **Proforma-D** or in another form acceptable to the Company issued by any of the following Banks.:

i) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder

**OR**

ii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

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

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

- a. (i) *“MT760/ MT760 COV for issuance of bank guarantee”*
- (ii) *“MT767/ MT767 COV for issuance of bank guarantee”*

*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.”*

*b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee*

- 28.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 28.3 The performance security as specified above must be valid for **3 months** (~~plus 3 months to lodge claim, if any~~) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 28.4 Failure of the successful Bidder to comply with the requirements of clause **25.1 and /or 25.4** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

## **29.0 INTEGRITY PACT (NOT APPLICABLE FOR THIS TENDER)**

29.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION –V- Integrity Pact**” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). 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 has been signed by the bidder’s authorized signatory who sign the Bid.

29.2 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Dr. Ved Prakash, ITS (Retd.) and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Ram Phal Pawar, IPS (Retd.)  
E-mail: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com) , [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
- b. Dr. Ved Prakash, ITS (Retd.),  
E-mail: [ved60prakash@gmail.com](mailto:ved60prakash@gmail.com)
- c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

### **30.0 COST OF BIDDING:**

30.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

30.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid without seeking any clarifications.

### **31.0 GENERAL:**

31.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

31.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

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

### **32.0 SPECIFICATIONS:**

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

- 33.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased /issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
- 33.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copy of **GST** Registration Certificate.
- 33.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of **GST** Registration Certificate.
- 33.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of **GST** Registration Certificate.
- 33.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of **GST** Registration Certificate.
- 33.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of **GST** Registration Certificate.
- 33.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address,E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of **GST** Registration Certificate.
- 33.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of **GST** Registration Certificate.

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

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

**1.1 ELIGIBILITY CRITERIA:**

**1.2 TECHNICAL CRITERIA:**

- (a) Bidder must have experience of successfully executed/completed at least one job of **‘Providing services of supply of Contractual Labour/manpower’**, of value of minimum **Rs. 7,50,000.00 (Rupees Seven Lakh Fifty Thousand)** only, **over the last seven (07) years reckoned from the original bid closing date** in PSUs/Central Government/State Government Organization/Nationalized Banks/Public Limited Company, in India.
- (b) The Bidder must have a business office establishment for a least one year reckoned from the original BCD(Bid closing date) within 50 Km radius of the area of operation where the services need to be provided i.e. Pipeline Head Quarters, Oil India Limited, Guwahati Assam. Documentary evidence must be provided in the form of a Municipality trade license for last one year reckoned from the original bid closing date or other such documents as per the following which satisfies as a proof of having the office establishment.
- (i) Trade License for last one year reckoned from the original bid closing date issued by the local authority in the name of the Firm or
  - (ii) Landline phone number in the name of the Firm or
  - (iii) Electricity bill for last one year reckoned from the original bid closing date in the name of the Firm or
  - (iv) GST registration certificate in the name of the Firm.

**Notes to BEC Clause No. 1.2 above:**

- A. **‘SIMILAR WORK’** mentioned in **Clause No. 1.2 (a)** above means **‘Experience in supply of Contractual Labour/manpower services.’**
- B. For proof of requisite Experience (refer Clause No. 1.2-a), the following documents/ photocopy must be submitted along with the bid:
- (i) Contract document / LOI/LOA / WO showing details of work,

**AND**

(ii) Job Completion certificate(s) issued by the end user/client in their official letter head duly sealed and signed showing:

- (a) Gross Value of Job Done.
- (b) Nature of job done and Work order no. / Contract no.
- (c) Contract period and date of completion.

**OR**

(iii) SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

- (a) Work order no. / Contract no.
- (b) Gross value of jobs done
- (c) Period of Service
- (d) Nature of Service

- C. Only Letter of Intent (LOI) / Letter of Award (LOA) and/ or Work Order(s), Job Completion certificate are not acceptable as evidence of experience. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value, as stipulated respectively under Clause No. 1.2 (a), shall only be treated as acceptable experience.
- D. In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number.
- E. Following work experience shall also be taken into consideration:
- i) If the prospective bidder is executing a contract in which similar work (as mentioned under Clause No. 1.2 (a)) is still running, and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
  - ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last 07 years must be equal to or more than the minimum prescribed value in the BEC clause No. 1.2 (a).
  - iii) If the prospective bidder has executed a contract in which similar work is a component of the contract, provided the value of similar work is equal to or more than the minimum prescribed value in the BEC 1.2(a).
- In case the document submitted as per **Para B**, above are not sufficient to establish the value/ period of the similar work against **Para E**, above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/ period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).

- F. Experience of executing similar work (as mentioned under Clause No. 1.2(a)) through 'sub-contracting' shall not be considered for evaluation.
- G. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.
- H. Bid shall be liable for rejection if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2(a).
- I. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/ Parent/ Subsidiary/Co subsidiary/ Sister Subsidiary/MOU with another party shall not be considered. Bids from Consortium, Joint Venture shall also not be considered.

### **1.3 FINANCIAL CRITERIA:**

- 1.3.1 Annual Financial Turnover from operations of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 4,38,000.00 (Rupees Four Lakh Thirty-Eight Thousand)** only.
- 1.3.2 **Net worth** of bidder must be positive for preceding financial/ accounting year.

#### **Note:**

- i. **Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation 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).
- ii. **Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

The 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.

#### **Notes to BEC Clause No. 1.3 above:**

- A. 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 and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-VII**.

**OR**

- (ii) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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

- B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) 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 undertaking in support of the same along with their technical bid as per **PROFORMA-VI**.
- C. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- D. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **A.** and **B.** above.
- E. Bid shall be liable for rejection if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 1.3.1, 1.3.2, 1.3.3 & 1.3.4.
- F. **MSE bidders (manufacturers/Service Providers only and not their dealers/ distributors/ traders) are eligible for exemption of Financial Criteria. Bidders seeking exemption must provide valid supporting document as stipulated under clause 4.1 below at the time of bid submission.**

## **2.0 COMMERCIAL EVALUATION CRITERIA:**

- 2.1 The bids are to be submitted in single stage under composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.
- 2.2 Bidders must fill the **'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT'** and compute **all-inclusive (including GST) bid value**. Any Financial Bid without the duly filled Price Bid may be liable for rejection.
- 2.3 The quantities shown against each item in the BOQ shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of the actual Quantity consumed, as the case may be.
- 2.4 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 2.5 Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.

2.6 **EMD/Bid Security: Not applicable for this tender.**

~~Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of HoD Contracts, OIL at Guwahati on or before **14.00 Hrs. (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in GeM Procurement portal along with the Technical Bid. The amount of Bid Security shall be as per the following:~~

~~Bid without proper & valid Bid Security will be rejected.~~

~~**Note:** For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 12.0 of ITB.**~~

~~Exemption from submission of Bid Security shall be governed by GeM GTC.~~

- 2.7 Service is not splittable. Contract will be awarded for all the items covered under SOQ.

- 2.8 Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 2.9 Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.10 Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be liable to be rejected.
- 2.11 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.12 Bid received with validity of offer less than **90 (Ninety) days** from bid closing date shall be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.
- 2.13 The bidder shall submit an undertaking/ declaration as per **Annexure-E**, confirming that they 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 aforementioned 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.”
- ~~2.14 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **“INTEGRITY PACT”** with the tender document. The Integrity Pact has to be returned by the bidder (along with the Un Priced Techno-Commercial Bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.~~
- 2.15 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
- (i) Firm price
  - ~~(ii) Bid Security~~
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work

- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- ~~(xv) Integrity Pact~~

### **3.0 PRICE EVALUATION CRITERIA:**

- 3.1 **The applicable wages for laborers (WCLs) are reflected in the Price Bidding Format of the tender. Bidders are required to quote the 'SERVICE CHARGE' as a percentage over the minimum wage in the designated section of the Price Bidding Format (Line-Item No. 20). The minimum service charge in percentage, inclusive of GST, has been fixed at 3.85% in accordance with the DoE OM dated 06.01.2023. The quoted service charge must not be less than 3.85% including GST. Any bidder who quotes a service charge below this threshold will be rejected outright. For further details, please refer to the Price Bidding Format of the tender.**
- Note: In the event of any changes in the minimum wages or any statutory wage components as per applicable laws, or on the declaration of revised wages for contract labours during the contract period, OIL shall pay the contractor as per the revised rates. However, such increase in wages shall not impact the value of the service charge. The value of the service charge (Line-Item No.30) shall be fixed at the time of award of contract based on the latest minimum wage applicable at that time. However, evaluation of offers shall be done as per the tendered wage rates.**
- The service charge value, once fixed at the time of contract award, shall remain firm for the entire contract duration and will not vary under any circumstances, including changes in the wage rate.**
- 3.2 **Considering the minimum 'SERVICE CHARGE' of 3.85% including GST over the minimum wage, and accordingly deriving the value of the service charge against line item-20 including 18 % GST, the minimum total bid price for the tender, including GST has been set at Rs. 34,45,231.92. Any bidder quoting less than this amount (including GST) in the Price Bidding Format will have their offer rejected outright.**
- 3.3 Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 3.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor

shall be paid on the basis of the actual number of days/parameters, as the case may be.

- 3.5 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.
- 3.6 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.
- 3.7 If the bidders quote Total Charges/consideration as NIL in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.
- 3.8 **The total Bid Value/ Offer Price (inclusive of GST)** of the bidder furnished for the subject services must be greater than the price mentioned in the Price bidding Format. During Price evaluation, if it is found that the quoted price does not comply with the minimum bid value/offer price, such offer(s) shall be straightway rejected.
- 3.9 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.
- 3.10 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST).
- 3.11 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.
- 3.12 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made based on the draw of lots.
- 3.13 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.14 OIL shall prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

- 3.15 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.

- 3.16 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
- 3.17 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.
- 3.18 In case the GST rating of Contractor 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/blacklisted after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

#### **4.0 PURCHASE PREFERENCE CLAUSE:**

- 4.1 **MSEs Units (manufacturers / Service Providers):** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

**Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit **Udyam Registration Number with Udyam Registration Certificate** along with the technical bid for availing the benefits applicable to MSEs.

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

- 4.2 Contract (s) shall be awarded for entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012–issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

**Note:** Services under this tender is not splittable.

#### **5.0 AWARD OF CONTRACT:**

- 5.1 Evaluation of offers shall be done based total value wise evaluation method as per the price bid format.

## **6.0 GENERAL:**

- 6.1 In case bidder takes exception to any clause of bidding document not covered under BEC-BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC-BRC.
- 6.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her during mobilization phase of the contract.
- 6.3 Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

### **OR**

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract.

- 6.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 6.5 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC-BRC shall prevail.
- 6.6 Bidder(s) must note that requisite information(s) / financial values etc. as required in the BEC-BRC & Tender must be clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.7 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.
- 6.8 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**7.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidders should note that the Company (OIL) 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 besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider /vendor to submit the Undertaking of authenticity of information/ documents submitted as per **PROFORMA-V**.

**8.0 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 the provisions of the Act shall attract penal action under the Act.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

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**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY.

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods :**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

**2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

**2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

**3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

**3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:** The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

**6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

**6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

**6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

**6.4** Comply with all applicable statutory obligations specified in the contract.

**6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

**6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

**7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.

**7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

**7.3** Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER /AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

**9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

**9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

**9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

**9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

**10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

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

- 10.2** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

\* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

**11.0 SIGNING OF CONTRACT:**

**11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. 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)].

**12.0 CLAIMS, TAXES & DUTIES:**

**12.1 **Claims:**** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 **Notice of claims:**** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 **Taxes:****

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
  - ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
  - iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

*Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

**12.4 Goods and Services Tax:**

**12.4.1** "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.

**12.4.2** Where the 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 actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

**12.4.3** Where the 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 actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

**12.4.4** 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.

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

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

- 12.4.7** 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.
- 12.4.8** 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.
- 12.4.9** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10** 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.

**12.5 Anti-profiteering clause**

- 12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2** In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

- 14.1** 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.

**14.2 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 the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

**14.3** The Contractor shall require all of its 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.

**14.4** 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.

**14.5 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."

**14.6 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".

**14.7 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).

**14.8 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

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

**14.9** 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.

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

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

In case any loss or damage happen and where Company’s interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

**14.12** 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**

**15.0 LIABILITY:**

**15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

**15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility

whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities

arises out of or in connection with the performance of the contract.

**15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to

sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT:**

**20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

**22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

**23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

**24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

**26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

**26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

**26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

**27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

**27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

**27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

**27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

**27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

**27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0** **PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

<http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:**

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 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.

**32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

**33.0 WITHHOLDING:**

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

**33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

**33.2** Defective work not remedied by CONTRACTOR.

- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

**36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

**37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

**37.1** 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 CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.
- 37.3** 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.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** 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 shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/ or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:**

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following

disclosure to COMPANY:

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

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 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, 2017 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 Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:**

**42.1** 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.

**42.2 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. 42.1, 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.

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

1. 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.
2. 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.
3. 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.<br/>{excluding claim for<br/>interest and counter<br/>claim, if any}</b> | <b>Number of<br/>Arbitrator</b>                                                | <b>Appointing<br/>Authority</b>              |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------|
| Up to Rs. 25.00 Lakh                                                                      | Not applicable                                                                 | Not applicable                               |
| Above Rs. 25.00<br>Lakh Up to Rs. 5<br>Crore                                              | Sole Arbitrator from<br>the panel of<br>Arbitrators' List<br>maintained by OIL | Mutually to be<br>decided by the<br>Parties. |

4. 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.
5. 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.
6. 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.
7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. 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.
8. 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)
9. 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:
  - a) 20% of the fees if the claimant has not submitted a statement of claim.
  - b) 40% of the fees if the pleadings are complete.
  - c) 60% of the fees if the hearing has commenced.
  - d) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. 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.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.
12. The seat and venue of the arbitration proceeding shall be New Delhi.

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

1. 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.
2. A party wishing to commence arbitration proceedings 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.
3. 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.

**42.5 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.

**42.6 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.

**43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

**44.0 TERMINATION:**

- 44.1 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.
- 44.2 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.
- 44.3 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-31.0 above.
- 44.4 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.
- 44.5 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)].

- 44.6 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.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent 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.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** 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 **44.1 to 44.8** 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.
- 44.10 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.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

**45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the

COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

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### PART-III

#### SPECIAL CONDITIONS OF CONTRACT (SCC)

**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.**

#### **A) SCOPE OF WORK**

##### **1.0 General Terms:**

- a) The Contractor has to engage listed WCLs as required under the contract, from the WCLs categorized under operating MOS(s) with OIL.
- b) Location-wise daily deployment of above manpower will be as under:

| Sl.no. | Location                          | No. of Listed labours reqd. per day |
|--------|-----------------------------------|-------------------------------------|
| 1.     | E&C Department,PHQ Guwahati       | : WCL(L)-1No {Unskilled}            |
| 2.     | Material Department,PHQ Guwahati: | WCL(P)-2No (Unskilled)              |

-----  
TOTAL: 03 Nos (WCL)

##### **2.0 The scope of work is as under:**

###### **Scope of work under E&C, Department PHQ:**

- a) Providing day to day services of works contract labours (Listed unskilled) in assisting various jobs in Electrical and Cathodic Section of PS-5 and office of CGM(E&C) PL , PHQ, Narengi, Guwahati.
- b) Opening and closing of GM(E&C) and CGM (E&C) Office, Electrical & Cathodic workshop, Domestic workshop etc.
- c) Movement of file from CGM(E&C) office to other sections and department at PHQ, Narengi, Guwahati.
- d) Maintaining of files in the office of GM(E&C) and CGM(E&C) and Electrical workshop.
- e) Preparing and serving of tea/coffee as and when required at E&C office, PHQ, Narengi, Guwahati.
- f) Any other job related to office cleaning, uprooting and brooming services, not mentioned above should be carried out as and when instructed by competent person of the company and in charges of the contractor or his representative.
- g) A total of 01no. of contractual workers per day to be deployed. Without consent or permission of OIL Management no additional contractual workers would be allowed to be deployed.
- h) The following insurances are not required pertaining to this contract as per nature of the job as mentioned in the GCC insurance clause.

- a. Commercial General Liability Insurance
- b. Comprehensive General Automotive Liability
- c. Carrier's Legal Liability Insurance
- d. Public Liability Act Policy

###### **Scope of work under Materials, Department PHQ:**

- i) The Contractor has to engage 2 (two) number of Unskilled Labours from the category WCL(P) as required under the contract, from the WCLs categorized under operating MOS(s) with OIL.
- j) Location of daily deployment of both the WCL(P) manpower will be at Materials, PHQ
- k) The deployed manpower will carry out Office assistants' jobs in all day-to-day official work i.e. Issue, receive and handling of materials.
- l) Transportation of materials in OIL's Stores trucks as assistant to driver and any other associated miscellaneous job (like Packing, loading & unloading of Materials) whenever required.
- m) The contractor labors will carry out any other jobs instructed by DGM-Materials (PL) or his authorized representatives from time to time.

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

### 3.0 SPECIAL CONDITIONS:

Standard terms & conditions for Casual Labour of category Listed WCL(L) and WCL(P) contracts shall be applicable.

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Following special terms & conditions shall be applicable in addition to std. terms & conditions:

- 1) WCLs engaged are to be insured with suitable Workmen's Compensation Insurance Policy for the contract period for legal liability coverage against obligations imposed by the Workmen's Compensation Insurance Act, 1923 and subsequent amendment to the said Act and other worker's compensation statutes. Cost of insurance will be reimbursed as actuals on submission of documentary proof.
- 2) The contractor shall ensure work fitness of the workers by Medical examination prior to engagement in work and on annual basis. The fitness certificates shall be submitted before engaging the workers under the contract. Cost of above fitness tests will be reimbursed as actuals on submission of documentary proofs.
- 3) For execution of the required service, the workers to be deployed will be identified by OIL and no labour other than the identified labour will be allowed to be engaged by the contractor.
- 4) Bidder shall comply with all the acts and rules etc. as applicable in the state of West Bengal.
- 5) Depending on operational requirement, work may have to be carried out on all days of the year including Sundays and declared Holidays.
- 6) Location of work may change from time to time as per OIL's requirement.
- 7) There is no right to claim by the contractor for Oil India Limited's permanent jobs to his personnel nor his/her next of kin after his/her death even if death during working hours.

8) The contractor should have no claim against the company in respect of service which may be withdrawn at any stage and the contractor should be paid only for the duration of the service actually rendered shift wise strictly as per service charges. In case of absorption by OIL or demise of any service personnel the agreement will stand reduced to the balance numbers of service personnel only.

9) The Contractor shall provide the services as detailed above hereof and everything else necessary for the day to day running and maintaining the services in an efficient and adequate manner including supervision, accommodation at worksite for staff, office etc. The contractor shall be responsible for all taxes (except where otherwise stated), fees, insurance, medical, safety clothing and safety appliances, Provident Fund, license(s) etc. and his rates are inclusive of all such and similar charges and incidental and contingent operations which although not specifically mentioned in this service agreement are necessary for the performance of the service in satisfactory manner and up to the desired standard. The contractor will register himself with appropriate authority before entering into the agreement and should submit all documents to the concerned authority as required by the relevant authorities.

10) The contractor should have to ensure payment of wages to the listed WCL by contractors within 7th day of every month.

11) Contractor should have to ensure that the applicable wages are disbursed to the identified Listed WCLs after deducting Provident Fund (employee's contribution) @ 13% of (Basic+ DA) which would be deposited to Provident Fund office and documentary evidence in the form of statutory payment of wages sheet should be submitted to the concerned section along with bill.

12) The contractor should abide by all Labour Laws and other contractual provisions as per agreement connected with Central and State Government. This inter alia will include Occupational Safety, Health and Working Conditions Code, 2020, Payment of Wages Act, Minimum Wages Act and Contract Labour (R & A) Act Workman's Compensation Act, 1923 and The Payment of Bonus Act, 1965. The contractor should have to register himself with appropriate authority before entering in the agreement and should submit all documents to the concerned authority as required by the relevant authorities.

#### **4.0 SPECIAL TERMS:**

1. The manpower service will be required daily throughout the year. The normal working hours will be from 7.00 AM to 4:30 PM including Saturday with one & half hour break for lunch. However, in case of exigency of work, the service will be required beyond normal working hours also on Sundays and Holidays. Working beyond normal hours will be considered as overtime/extra days.

3. Any labour indulging in misconduct(s) on the job or found violating rules and regulations inside the industrial area/work site or not obeying Company's technician/supervisor's instructions, then contractor has to deal as per signed MOS(s).

4. Contractor has to provide his/her/their office address along with contact number so that contractor can be contacted as and when necessary.

5. The labourers provided by contractor should be medically fit. Any workmen found medically unfit due to medical reasons should be dealt as per the operating MOS(s).
6. The contractor should provide Identity Card along with photographs, to all labours engaged by him. List of personnel engaged by the contractor along with police verification and their permanent address, qualification should be submitted to the respective addresses of correspondences mentioned below.
7. All entry passes/permits necessary to carry out the job will have to be arranged by the contractor. All the workmen of the contractor must carry their valid identity card while on duty.
8. The contractor will maintain the attendance of the labours and the same shall be countersigned by the Sectional Engineer/Officer/Scientist of the concerned Department daily.
9. The contractor has to maintain records of monthly payments made to his labours in registers which he has to get countersigned by the company's representative on regular basis.
10. Monthly bill will be prepared and signed by the contractor and shall be sent for payment only after the verification of Labour payment of previous month and certification of attendance by the Sectional Engineer/Officer/Scientist of the concerned Department
11. The contractor's personnel shall abide by all relevant statutory safety and environment rules.
12. The contractor's personnel shall take every possible care to keep the environment clean and free from pollution.
13. The contractor's personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them, should anything go wrong.
14. The contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work accident due to negligence towards the work/due to non-obeying of company supervisors' instructions by the contractor's personnel.
15. No labour under the contract shall operate any equipment/machinery without the prior permission of IN-CHARGE or his authorized representative.
16. The contractor shall have to pay the wages within 7th day of every month to the labours engaged by him. Payment to the contractor against the contract would be done on reimbursement basis.
17. Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party.

## **B) TERMS AND CONDITIONS**

- 1) OIL has the right to utilize the listed labours in different jobs as cited in the Work schedule as and when required.
- 2) The Contractor should be capable of solving local problems at the work site.
- 3) No accommodation, electricity, etc. shall be provided by the company to the contractor's personnel.
- 4) Subcontracting of "Petty Support Services" against this contract is not applicable.
- 5) The contractor or any of its personnel shall not divulge or disclose to any person any details of office, operational process, technical know-how, security arrangements and administrative / financial / organisational matters as all are of confidential / secret nature that can attract legal action. This clause shall remain in force for a period of 5(five) years after the expiry of the contract or any period of extension thereon.
- 6) The contractor agrees and undertakes to indemnify Oil India Ltd. to abide by all the rules & regulations of the Company, Govt (State/Central) with regard to compliances under Labour laws, safety, security, discipline, health & sanitation etc.
- 7) The Contractor will be required to submit various reports/returns under the Indian Labour Acts/Rules and other Statutes applicable to the Contractor to the Appropriate Authority within stipulated time frame, which shall include but not limited to the following:
  - a) Contractor shall upload a Unified Annual Return in the Form XXIV in compliance with Rule 82 (1) of the Contract Labour (Regulation & Abolition) Central (Amendment) Rules, 2017 on the web portal of the Ministry of Labour and Employment on or before the 1st day of February following the close of the year to which it relates.
  - b) The Contractor shall, within fifteen days of the commencement and completion of the contract work submit a return to the Inspector, appointed under section 28 of the Contract Labour (Regulation & Abolition) Central Rules, 1971 intimating the actual date of the commencement or, as the case may be, completion of such contract work in Form VII, and provide a copy of the same to OIL.
  - c) A Statement to the principal employer showing the recoveries of contribution in respect of employees employed by him within seven days of every month under Para 36-B of the Employees Provident Fund Scheme, 1952. In the event of failure of the Contractor to abide by the statutory filing of returns, reports and other formalities required by Law to be executed under any Law, the Contractor shall indemnify OIL for any penalty or fine imposed on account of failure or wilful disregard by the Contractor.
- 8) The duration of the contract shall be **upto 30.06.2027 from the contract commencement date 17.01.2026 under E&C Department PHQ Guwahati**

**and shall be valid upto 31.12.2027 from the contract commencement date 01.06.2026 under Materials department PHQ Guwahati.**

- 9) In the discretion of the Company if the contract worker is found to be unsuitable, incompetent or is found involved in any misconduct or is found having unwarranted behaviour or indiscipline or is medically unfit, or is unauthorised absent for more than two months without proper intimation to the Contractor concerned or on the above mentioned grounds the Contractor shall terminate the engagement of the contract labour immediately and not deploy him in any other contract.
- 10) Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/recovered by the Jamadars from the wages of the workmen. All TDS implications (if applicable) on wages paid by the contractor to the workman shall be the responsibility of the contractor.
- 11) The Contractor shall issue an Employment Card in Form XII (**ANNEXURE-1**) prescribed in The Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 to every contract labour employed by him within three days of the employment of the worker under the Contract as per the Contract Labour (Regulation and Abolition) Central Rules, 1971. A copy of
- 12) such Employment Card issued to each contract labour must be submitted to the Company before the commencement of work.
- 13) The bidders shall quote the Service charges (Profit, Establishment, Handling Charges etc.) as a fixed percentage on applicable wage only as indicated space provided in price bid format, where the minimum service charge percentage, inclusive of GST shall be fixed at 3.85% (Three-point Eight Five Percent). However, if the item rates (wages of Listed WCLs) change at the time of issuance of LOA, the profit will be fixed based on the item rates prevailing on the date of issuance of LOA. The Contractor understands and agrees that there will be no further increase in profit, establishment, handling amount during the currency of the contract on account of enhancement of unit rates of the items for any reason.
- 14) **In the event of any changes in the minimum wages or any statutory wage components as per applicable laws, or on the declaration of revised wages for contract labours during the contract period, OIL shall pay the contractor as per the revised rates. However, such increase in wages shall not impact the value of the service charge. The value of the service charge (Line-Item No. 30 of the Price Bidding Format/BOQ/SOQ) shall be fixed at the time of award of contract based on the latest minimum wage applicable at that time. However, evaluation of offers shall be done as per the tendered wage rates. The service charge value, once fixed at the time of contract award, shall remain firm for the entire contract duration and will not vary under any circumstances, including changes in the wage rate. The Contractor understands and agrees that there will be no further**

**increase in value of the 'Service Charge' during currency of the contract on account of change of wages.**

- 15) The Contractor shall deploy the contract labours who are particularly & specifically identified, experienced and expert in OIL's work, whose names shall be provided to the successful party (contractor) along with the work order by the user department.
- 16) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment at the discretion of the Company.
- 17) **Impersonation** is a punishable offence and will attract legal action.
- 18) **Listed WCL(L) shall be entitled to the following wages and benefits**
  - a) The WCL (L) shall be entitled to the following wages and benefits as per MoS signed between the Oil India Labour Union (OILU), representing the contract labours i.e. WCL(L) and Management of Oil India Limited on 05<sup>th</sup> September 2023. However, as and when the new MoS is signed between the management of OIL, Contractors and OILU union the following rates of wages and benefits will be revised accordingly:
  - b) Starting Basic pay of Grade-I of the company's Regular employees. As and when this basic pay is revised for the company's regular employees, the same will be made applicable to the WCL(L)s.
  - c) Wages: The wages shall be governed by circular issued by ER, PL time to time.
  - d) Dearness Allowance : The DA of an entire calendar year will be calculated based on the average of quarterly DA percentage prevalent during the previous financial year.
  - e) House Rent Allowance : 18% of Basic pay per month posted at PHQ & 9 % of basic per month posted in other Pump Station.
  - f) Medical Allowance : 4% of the basic pay per month.
  - g) Consolidated Allowance : 33% of Basic pay per month.
  - h) Halting (with night): Rs. 300 per night.
  - i) Bones/Ex-Gratia : Maximum ceiling per year is Rs. 21,000.00 basic on their actual attendance in a financial year.
  - j) Provident Fund : Company will directly discharge the responsibility for deduction of Provident Fund amount from the wages of contract workers and depositing the same with the PF authorities.
  - k) Holidays: WCL(L) will be granted 19 days common holiday (including 3 national holiday) per annum (Calendar year).

- l) Leave with wages: WCL(L) will be granted 10 days casual leave (if not Sunday or Holiday) and will be granted 26 days paid leave per annum (Calendar year), which cannot be accumulated or encashed.
- m) Overtime allowance: Overtime allowance shall be paid to the Listed-I WCLs as and when they are made to work on overtime beyond 08(Eight) hours a day.
- n) Annual Increment: These Listed WCLs will be entitled for 2% annual increment of basic pay from 1st January of each year.

**19) Listed WCL(P) shall be entitled to the following wages and benefits:**

The WCL (P) shall be entitled to the following wages and benefits as per MoS signed between management of Oil India Limited and Oil India Pipeline Mazdoor (C) Union on 31st January 2024. However, as and when the new MoS is signed between the management of OIL, Contractors and Majdoor union the following rates of wages and benefits will be revised accordingly:

**a) Basic Pay :**

(i) Unskilled WCL(P) : Starting Basic pay of Grade-I of the company's Regular employees. As and when this basic pay is revised for the company's regular employees, the same will be made applicable to the WCL(P)s.

(ii) Skilled WCL(P) : Starting Basic pay of Grade-V of the company's Regular employees. As and when this basic pay is revised for the company's regular employees, the same will be made applicable to the WCL(P)s.

b) Dearness Allowance : As is paid to the Company's regular employees. Since the DA component varies quarterly, as a result to amend the contract value as and when the DA component varies without having any impact on the % commission.

c) House Rent Allowance : 18% of Basic pay per month posted at PHQ & 9 % of basic per month posted in other Pump Station.

d) Medical Allowance : 4% of the basic pay per month.

e) Consolidated Allowance : 45% of Basic pay per month.

f) Special pay Allowance: Rs. 100 per day for each day of attendance.

g) TA (without night): Rs. 200 per day.

h) Halting (with night): Rs. 400 per day.

i) Bones/Ex-Gratia : Maximum ceiling per year is Rs. 21,000.00 basic on their actual attendance in a financial year.

j) Provident Fund : Company will directly discharge the responsibility for deduction of Provident Fund amount from the wages of contract workers and depositing the same with the PF authorities.

k) Leave with wages : 26 days per annum will be granted as leave which cannot

be accumulated or encashed.

l) Casual Leave: 10(ten) days casual leave in any calendar year will be granted and not more than 06(six) days continuous absence on account of casual leave at time. Casual leave cannot be combined with any kind of other leave nor it can be accumulated or carried forward to subsequent year.

m) Special leave with pay : In the event of work-accidents, arising out of and in course of employment , the affected contract workers would be eligible for special leave with pay for the period they are medically unfit subject to a maximum period of 30 days in a calendar year.

n) Holidays : Total 19 days common holiday (including 3 national holiday).

o) Maternity leave : Female workers entitled as per Maternity Benefit Act, 1961.

20) Any of the listed WCLs will not be engaged by the contractor on OIL's jobs on the following ground:

- (i) On attaining the superannuation age
- (ii) If found medically unfit
- (iii) If found guilty on disciplinary ground

21) **Group Insurance Policy**

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

22) **Provident Fund (PF) for WCL(L) & WCL(P)**

Company will directly discharge the responsibility for deduction of Provident Fund amount from the wages of contract workers and depositing the same with the PF authorities.

23) **Ex-Gratia Payment**

Contractor shall have to pay yearly Ex-Gratia @ Rs. 21,000/- per year per WCL (L) & WCL(P) based on their actual attendance in a financial year on Company's advice which will be reimbursed by the Company on submission of documentary evidence. The contractor will be paid 2% as handling charge for disbursing the bonus/Ex-Gratia.

24) **Day/Night Halting Charges**

Contractor shall have to pay day halting charges as per the following rates based on the actual consumption.

| Charges | WCL (L) | WCL(P) |
|---------|---------|--------|
|---------|---------|--------|

|                         |   |           |
|-------------------------|---|-----------|
| DAY HALTING per day     | - | Rs. 200/- |
| NIGHT HALTING per night | - | Rs. 400/- |

The same percentage (%) Service Charge quoted by the bidders in Line-Item No. 20 against "Supply of Listed Labour" shall also be applicable towards the percentage (%) Service Charge against the halting {as applicable} line items. However, payment to the Contractor shall be made on actual consumption of halting charges and accordingly the corresponding service charge against the Day/Night. The service charge value against the Halting, once fixed at the time of contract award, shall remain firm for the entire contract duration and will not vary under any circumstances, including changes in the wage rate.

25) **Cost against the Overtime (OT) {SOT/DOT/HOT}**

Costs against the following line items shall be reimbursed based on actual consumption, in accordance with the applicable rates as specified below. The same percentage (%) Service Charge quoted by the bidders in Line-Item No. 20 against "Supply of Listed Labour" shall also be applicable towards the percentage (%) Service Charge against the Overtime (OT) (SOT/DOT/HOT) {as applicable} line items. However, payment to the Contractor shall be made on actual consumption of OTs and accordingly the corresponding service charge against the OTs. The service charge value against the OTs, once fixed at the time of contract award, shall remain firm for the entire contract duration and will not vary under any circumstances, including changes in the wage rate.

**Overtime: To be paid as per the following rates and as notified by the user department from time to time.**

| Category of WCL           | SOT Rate(in Rs/hr) | DOT Rate(in Rs/hr) | HOT Rate(in Rs/hr) |
|---------------------------|--------------------|--------------------|--------------------|
| <b>WCL (L)-Un-Skilled</b> | Rs. 114.93         | Rs. 339.63         | Rs. 168.94         |
| <b>WCL (P)-Un-Skilled</b> | Rs. 121.02         | Rs. 314.56         | Rs. 157.33         |

**NOTE:**

- a) **SOT**-Single over time for working beyond 8 hrs to 9<sup>th</sup> hrs in a day.
- b) **HOT**- Holiday over time for the actual hours worked on a notified holiday.
- c) **DOT**- Double over time for working beyond 9<sup>th</sup> hours in a day (including rest time).

26) **Medical Examination**

All the identified WCLs who are engaged through contracts needs to undergo Periodic Medical Examination (PME) once in a year. Rs. 4500/- (Forty five hundred) will be reimbursed against each Listed WCL to the Contractor as cost incurred towards the PME on submission of the required documents **from Govt. Approved Pathological Laboratory / Authorised Health Centre.**

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

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

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

- 27) The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. excluding GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this tender. Payment will be made, not often than monthly, up to 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified by the Company's Engineer before any such final payment is made.

Note: All Invoices are to be sent to the following respective department addresses:

**For E&C PHQ Guwahati**

CE-(E&C)

Pipeline Headquarters

OIL INDIA LIMITED

Email: pallab\_chutia@oilindia.in

**For Materials PHQ Guwahati**

CM-(Materials)

Pipeline Headquarters

OIL INDIA LIMITED

Email: gitasree\_sarmah@oilindia.in

28) **Issue of Wage Slip**

Contractor will issue wage slip in Form XIX in compliance with the provisions of Rule 78(1) (b) under The Contract Labour Rules, 1971 (enclosed as Annexure-2) to their Listed WCLs for the billing month along with the wages indicating wages paid and applicable deductions like P.F. etc.

29) **Maintenance Of Records And Registers**

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

30) **Payment of Wages**

**Contractor agrees and undertakes to make** payment to the labourer's latest by 7th of the following month in presence of departmental representatives of Principal Employer who shall certify the Wages Register maintained by the contractors every month in compliance with the provisions of Rule 73 under The Contract Labour Rules, 1971 in the format provided hereunder:

"Certified that the amount shown in column No \_\_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_ at \_\_\_\_\_"

Contractor shall ensure the due payment of wages to the listed WCL latest by 7th of the following month. Any failure on the part of the Contractor will attract penalty under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and other applicable Statutes, besides debarment of the Contractor from future business with the Company.

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

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

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

31) The Successful Bidder (Contractor) shall have to furnish an Indemnity Bond in favour of OIL as per the format attached as **Proforma-XII**.

**C)** Safety norms are to be strictly followed by the contractor and his working personnel as mentioned in SCC.

**D) GOODS & SERVICE TAX**

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

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

- 2) 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.
- 3) Contractor(s) 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 fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 4) 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, OIL shall withhold the payment of GST.
- 5) 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 but will be directly deposited to the government by OIL.
- 6) 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 / set-off / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 7) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor, OIL shall be entitled to recover such amount from the Contractor 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.
- 8) TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor.
- 9) In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty / tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty / taxes finally assessed is on the lower side.
- 10) Notwithstanding anything mentioned elsewhere in the Contract Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to

the volume of GST declared by the contractor in their bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

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

Any invoice issued shall contain the following particulars:

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

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

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

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

\*\*\*\*\*

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

- (1) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job

(namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

(2) Every person deployed by the contractor in a factory must wear safety gadgets. Thus, it will be the contractor's sole responsibility to ensure that the persons engaged by him in the factory use the proper PPE while at work.

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

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

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

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

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

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

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

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

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

- (12) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (13) The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- (14) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- (15) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- (16) The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL.
- (17) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (18) 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.
- (19) 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.
- (20) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- (21) 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.
- (22) 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.
- (23) The contractor should prevent the frequent change of his contractual employees as far as practicable.
- (24) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- (25) 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.

\*\*\*\*\*

**BID FORM**

**To**  
**M/s Oil India Limited,**

**Sub: Tender No-**

*Gentlemen,*

Having examined the General and Special Terms & Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work / services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in our bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

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

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

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

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

**Signature of Bidder:** \_\_\_\_\_

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

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

**PROFORMA FOR LETTER OF AUTHORITY**

**TO  
CGM-CONTRACTS  
Contracts Department,  
Oil India Limited, PHQ,  
GUWAHATI-781171,  
Assam, India.**

Dear Sir,

**SUB: LETTER OF AUTHORITY**

We, \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorized to represent us to Bid, negotiate and  
conclude the agreement on our behalf with you against IFB for \_\_\_\_\_ for any  
commercial / legal purpose etc.

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

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

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

Yours faithfully,

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

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

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

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be  
signed by a person competent and having the power of attorney (Power of attorney shall be  
annexed) to bind such Bidder.

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

---

Signature of Bidder with Official Seal

**Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)**

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref.:** Your IFB for \_\_\_\_\_

**To,**

**The CGM-Contracts  
Contracts Department,  
OIL, PHQ-Guwahati**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref.: Note 'B.' under Clause 1.3 Financial Criteria of BEC-BRC / PQC**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of  
Financial Statements i.e. if the last date of preceding financial / accounting year falls within  
the preceding six months reckoned from the Original Bid Closing Date.

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:

Date:

UDIN:

Seal:

Membership Code & Registration No.:

Signature

FORMAT FOR UNDERTAKING  
(IN TERMS OF BEC CLAUSE NO. 1.1.3)  
(On Non-Judicial Stamp Paper of Rs. 100/-)  
TO BE NOTORISED UNDER NOTARY ACT, 1952

To,

GM-CONTRACTS  
OIL INDIA LIMITED  
PHQ, GUWAHATI

Dear Sir(s),

UNDERTAKING / DECLARATION BY THE BIDDER

This is in connection with the Bid submitted by me/us ..... (Name of Bidder), against IFB for “\_\_\_\_\_”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- a. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI etc.
- b. Cost of PPE, spares, consumables, tools & tackles etc.
- c. Other charges / cost including overheads, insurance, handling charge etc.
- d. Material and Equipment (if any) cost.
- e. IME (Initial Medical Examination) cost.

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

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

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

**Page No. 2**

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

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

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

Yours faithfully,

1. Authorized Signatory with Seal

---

(Bidder)

Place:

Date:

**FORM OF PERFORMANCE BANK GUARANTEE**

**(To be submitted by the successful bidder in case of award of contract)**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS SECTION  
PIPELINE DEPARTMENT, GUWAHATI  
ASSAM, INDIA, PIN -781 171.

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

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

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

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

This guarantee is valid until the -----day of -----

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

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

Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs. ....
- b) This guarantee shall be valid till .....

- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):**

| BANK DETAILS OF BENEFICIARY |                     |                                                                                        |
|-----------------------------|---------------------|----------------------------------------------------------------------------------------|
| a                           | Bank Name           | AXIS BANK                                                                              |
| b                           | Branch Name         | GUWAHATI                                                                               |
| c                           | Branch Address      | CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM                                                  |
| d                           | Banker Account No.  | 140010200027654                                                                        |
| e                           | Type of Account     | CURRENT ACCOUNT                                                                        |
| f                           | IFSC Code           | UTIB0000140                                                                            |
| g                           | MICR Code           | 781211002                                                                              |
| h                           | SWIFT Code          | Axisinbb140                                                                            |
| i                           | Contact No.         | 8876501401                                                                             |
| j                           | Contact Person Name | Mr. Dibakar Ghaosh                                                                     |
| k                           | Fax No.             | Not available                                                                          |
| l                           | Email Id            | <a href="mailto:Guwahati.branchhead@axisbank.com">Guwahati.branchhead@axisbank.com</a> |

\*\*\*\*\*

Encl. Original Bank Guarantee

**To,**

**CGM-CONTRACTS  
OIL INDIA LIMITED  
GUWAHATI-781171**

**SUB: SAFETY MEASURES**

**Description of work/service:** \_\_\_\_\_

Sir,

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

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

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

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

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

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

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

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

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

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

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

**Page No. 2**

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 & Environmental) points listed in STC.

(Seal)

Yours Faithfully,

Date \_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)  
Not applicable for this tender**

To  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
OIL INDIA LIMITED  
PIPELINE HEADQUARTERS  
GUWAHATI, ASSAM, INDIA, PIN - 781171.

WHEREAS, \_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_(Name of Country) having our registered office at \_\_\_\_\_(hereinafter called "Bank") are bound unto the Company in the sum of ( \* ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.  
SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_ 20\_\_.

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall is restricted up to Rs.....
- b) This guarantee shall be valid till .....

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

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

b) Designation \_\_\_\_\_

c) Name of the Bank \_\_\_\_\_

d) Address \_\_\_\_\_

Note:

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

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

\*\*\* The Bank Guarantee issuing bank branch must ensure the following:

a. 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.

[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..

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

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

\*\*\*\*\*

**DECLARATION FOR BID SECURITY**

**PROFORMA-XI (A)**

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

Sub: .....  
Tender No:.....

Dear Madam/Sir,  
After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer / bid no.....

We, M/s. ....(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]  
Date: Name:  
Designation:  
Seal:

## **PROFORMA-XII**

### **PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY PURCHASER/ OWNER**

(To be executed on non-judicial stamp paper of appropriate value)

WHEREAS OIL INDIA Ltd. (hereinafter referred to as "OIL") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their Pipeline Headquarters at PO Udayan Vihar, Guwahati-781171, Assam has entered into an Contract with \_\_\_\_\_(hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_on the terms and conditions as set out, inter-alia, in the Contract No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) OIL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by OIL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by OIL to the CONTRACTOR, OIL has required the CONTRACTOR to furnish to OIL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified OIL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the CONTRACTOR's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR up to and until the date of return to OIL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to OIL forthwith on demand in writing without protest or demur the value as specified by OIL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with OIL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection

costs/or expenses up to) and aggregate limit of  
\_\_\_\_\_ (In words \_\_\_\_\_)

\_\_\_\_\_  
Only).  
AND THE CONTRACTOR hereby agrees with OIL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/Undertaking and shall remain valid and irrevocable for all claims of OIL arising hereunder up to and until the midnight of \_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to OIL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of OIL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of OIL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by OIL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by OIL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to OIL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated \_\_\_\_\_.

Place:

(SIGNED BY COMPETENT AUTHORITY)  
Official seal of the CONTRACTOR

Dated:

**PROFORMA-XIII EXHIBIT-I**

**UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**

We, M/s. \_\_\_\_\_, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

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

Signature of Authorized Signatory Name:  
Designation:  
Phone No.  
Place:  
Date:

(Affix Seal of the Organization here, if applicable)

**PROFORMA- XIII EXHIBIT-II**

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB- CONTRACTING**

We, M/s \_ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

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

Signature of Authorized Signatory Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization. here, if applicable)

**PROFORMA- XIII EXHIBIT-III**  
**ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED**  
**TRANSFER OF TECHNOLOGY**

We, M/s \_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement:. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s \_\_\_, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. [Evidence of valid registration by the Competent Authority shall be attached]

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

Signature of Authorised Signatory Name:  
Designation:  
Phone No.  
Place:  
Date:  
(Affix Seal of the Organization here, if applicable)

**PROFORMA-XIV**

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCALCONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,  
**M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-781171,  
Assam, India,**

Dear Sir

We, M/s\_\_\_\_ (**Name of Bidder**) confirm that as per the definition of policy we are:

Class-I Local supplier [        ]

Class-II Local Supplier [        ]

**(Bidder is to tick appropriate option (  ) above).**

It is further confirm that M/s\_ (**Name of Bidder**) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of.....%.

The details of the location (s) at which the local value addition is made is as under:

.....  
.....  
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and OIL will take action as per provision of tender document.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

**PROFORMA-XIV FORM-2 (not applicable for this tender)**

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/  
CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY  
MINIMUM LOCAL  
CONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL  
BIDDERS INCLUDING MSEs)**

To,  
**M/s Oil India Limited, Pipeline Head Quarters (PHQ), GUWAHATI-  
781171,  
Assam, India,**

Dear Sir

“We \_\_\_\_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s.\_\_\_\_ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s.\_\_\_\_ (**Name of the bidder**) is

Class-I        Local  
supplier  
Class-II        Local  
Supplier

**(Bidder is to tick appropriate option (□) above).**

It is further confirm that M/s\_\_\_\_\_ (**Name of Bidder**) quoted vide offer No.

\_ dated \_\_ against tender No.\_\_\_\_\_ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of  
.....% .

Name of Audit Firm: [Signature of Authorized Signatory] Name:

Date:        Designation:

Seal: Membership no.

**Note:**

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE**

To,  
The Oil India Limited  
Materials/Contracts Department  
Duliajan – 786 602  
Assam

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

.....  
..... are submitting the performance security in favour of Oil India Limited, PHQ  
GUWAHATI in the form of bank guarantee bearing reference  
no. .... for an amount of INR/USD/EUR  
.....valid up to ..... as per  
terms and conditions of our Purchase Order/Contract  
No.....

PBG issuing bank details: -

- Bank
- Branch
- IFS Code
- Contact Details
- E-mail Addresses Mobile
- Telephone
- Fax
- Correspondence Address
- H No/Street/City
- State
- Country
- Pin Code

Declaration: -

We have arranged to send the confirmation of issuance of the performance bank guarantee  
via SFMS portal  
through our bank using the details mentioned in the contract/purchase order and hereby  
confirming the correctness  
of the details mentioned.

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Vendor Code \_\_\_\_\_

Email ID \_\_\_\_\_

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

Bidder shall submit following filled-up format for each work experience submitted against Para 2.0 of Part II.

FORMAT FOR TECHNICAL WORK EXPERIENCE

| Sl. No. | Required details                                                                                                                              | Work Experience no. .... |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1.      | Title of work                                                                                                                                 |                          |
| 2.      | Client/ Project Proponent                                                                                                                     |                          |
| 3.      | Client category (Govt./ Semi Govt./ PSU/ Public Limited Company etc.)                                                                         |                          |
| 4.      | Brief description of work                                                                                                                     |                          |
| 5.      | Work belongs to Hydrocarbon Industry                                                                                                          | Yes / No                 |
| 6.      |                                                                                                                                               |                          |
| 7.      | Is the work executed in India                                                                                                                 | Yes / No                 |
| 8.      | Reference no. of Letter of Award/ Work Order/ Contract                                                                                        |                          |
| 9.      | Name of vendor as mentioned in above document in Letter of Award/ Work Order/ Contract                                                        |                          |
| 10.     | Original period of work (in months) as per letter of award, without time extensions                                                           |                          |
| 11.     | Work start date                                                                                                                               |                          |
| 12.     | Work completion/ commission date                                                                                                              |                          |
| 13.     | Awarded value of Work (including GST/Tax)                                                                                                     |                          |
| 14.     | Executed value of Work (including GST/Tax)                                                                                                    |                          |
| 15.     | File name and relevant page no. of the uploaded document in portal <b>as proof of Letter of Award</b> for the work                            |                          |
| 16.     | File name and relevant page no. of the uploaded document in e-portal <b>as proof of Contract/ Work Order</b> for the work                     |                          |
| 17.     | File name and relevant page no. of the uploaded document in e-portal <b>as proof of Completion Certificate</b> for the work                   |                          |
| 18.     | File name and relevant page no. of the uploaded document in e-portal <b>as proof of relevant additional supporting documents</b> for the work |                          |
| 19.     | File name(s) of the uploaded documents in e-portal as proof of relevant additional supporting documents                                       |                          |
| 20.     | Relevant Page no. of above file in sl. 19                                                                                                     |                          |

**PROFORMA- XVII**

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

**TO  
GM-CONTRACTS (HoD)  
Contracts Department  
P.O. UDAYAN VIHAR  
PIN-781171  
Dist. KAMRUP METRO,  
Assam India**

Dear Sir,

We,  
\_\_\_\_\_ have submitted Bid No.

\_\_\_\_\_ against OIL's Tender No. \_\_\_\_\_ dated  
\_\_\_\_\_ for "\_\_\_\_\_".

We are eligible and shall avail benefit of Purchase Preference under the policy,  
(please (✓) tick the policy you have opted)

| <b>Policy</b> | <b>Response</b> |
|---------------|-----------------|
| <b>PP MSE</b> |                 |

Yours faithfully,

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

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

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

**DRAFT AGREEMENT COPY**  
**(To be executed by the successful Bidder)**

This AGREEMENT is made on the ..... day of .....

**BETWEEN**

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

**AND**

M/s. ...., having its address ..... hereinafter called the “**CONTRACTOR**” or “**Transport Supplier**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

**WHEREAS**

- A. OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “ hiring the services of a brand new vehicle of type ....., and has issued an enquiry under reference No..... dated ....., containing the Schedule of Works, Terms and Conditions,
- B. M/s. ...., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided , local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

**WHEREAS**, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated \_\_\_\_\_), issued the “Letter of Award” under reference \_\_\_\_\_ dated \_\_\_\_\_.

**Whereas**, the Contractor has accepted Company’s Letter of Award vide their letter \_\_\_\_\_

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated ....., inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractors letter dated ..... ( after price negotiation) if

(d) The Company's Notification of Award vide Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

(e) Section-I, II, III & IV hereto.

(f) Annexure -I hereto

iii) The rates payable for the job will be as indicated in **PART-IV (SOQ)**

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service, the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and  
On behalf of Company

Signed and Delivered for and  
on behalf of Contractor

(Oil India Limited)

( )

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.  
2.

1.  
2.

**COMMERCIAL CHECK LIST**

**Bidder's Name:** \_\_\_\_\_

**TENDER NO.**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

| <b>Sl. No.</b> | <b>Description</b>                                                                                                                          | <b>Bidder's Confirmation</b> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1.             | Type of Bidding Entity (Proprietorship/ Partnership/ Pvt Ltd etc.)                                                                          |                              |
| 2.             | Bidder's name and address:                                                                                                                  |                              |
| 3.             | It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.                             |                              |
| 4.             | Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender                       |                              |
| 5.             | Indicate SAC Code<br>Indicate rate of GST applicable.                                                                                       | SAC Code:<br>GST .....%      |
| 6.             | EMD Details: Whether Bid Security submitted (If applicable)                                                                                 |                              |
| 7.             | Confirm to Submit PBG as per Tender requirement(If applicable)                                                                              |                              |
| 8.             | Confirm that the offer shall remain valid for acceptance up to 90 (Ninety) days from Date of bid opening.                                   |                              |
| 9.             | Whether Mobilization and Completion period of contract is complied?                                                                         |                              |
| 10.            | Whether Integrity Pact Submitted (if applicable)?                                                                                           |                              |
| 11.            | Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document. |                              |
| 12.            | Confirm that percentage of Local                                                                                                            |                              |

|     |                                                                                                                                                          |                                         |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
|     | Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 1.0 has been submitted        |                                         |
| 13. | Confirm that you have submitted all documents as mentioned in the Tender/Proformas/ Annexures/Appendix                                                   |                                         |
| 14. | Confirm acceptance to all terms & conditions of the Tender.                                                                                              |                                         |
| 15. | Confirm that all correspondence must be in English Language only.                                                                                        |                                         |
| 16. | Indicate Name & Contact No. (Telephone/Fax/E-mail) of person authorized for signing the bid.                                                             | Name:<br>Contact No.:<br>Fax:<br>Email: |
| 17. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                    |                                         |
| 18. | Please indicate the following:<br>(i) PAN No.<br>(ii) GST Regn. No.                                                                                      |                                         |
| 19. | Whether Technical Evaluation Sheet for BEC BRC submitted                                                                                                 |                                         |
| 20  | Whether Power of Attorney/ Authorization letter (Regarding authority for submission of bid) in prescribed format submitted                               |                                         |
| 21  | Confirm bidder's financial standing i.e., the bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. |                                         |
| 22  | Confirm that bidder is not under holiday list /Delisted/ Blacklisted/ debarred in OIL                                                                    |                                         |

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered overriding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**SECTION -IV**

**SAFETY MEASURES & COMPLIANCE FORMAT**

To  
Chief GENERAL MANAGER (CONTRACTS)  
OIL INDIA LIMITED  
GUWAHATI

**SUB: SAFETY MEASURES**  
**Tender No:**

**SUBJECT:**

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 person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Factory Act,1948 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Dated \_\_\_\_\_

Yours Faithfully  
M/s \_\_\_\_\_  
For & On Behalf of Contractor  
\*\*\*\*\*

**NOT APPLICABLE FOR THIS TENDER  
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 -----  
----- . 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:

- (i) 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.
- (ii) 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.
- (iii) 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**

**(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)** The 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 and contractors.

**(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)** In 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 be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).**

**(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.

|                                                                |                                                                                           |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| .....<br><b>For the Principal</b><br><br>Date :<br><br>Place : | .....<br><b>For the Bidder/Contractor</b><br><br>Witness 1: .....<br><br>Witness 2: ..... |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|

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**BEFORE THE NOTARY AT::: ASSAM** (or respective state of bidder)

**A F F I D A V I T**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_

\_\_\_\_\_ P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and declare on oath  
as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of .....
- (3) That, I am not an OIL Employee in service or employee in service of any other PSU/Government / Quasi Government or Semi Government Organization.
- (4) That, my age on the date of submission of application under the tender is not below 18 years.
- (5) That, I have not submitted any other application in the Tender No.....
- (6) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

“I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God”

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by .....,Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

**(Applicable to the Dependent Sons/daughter/parents only) BEFORE THE**

**NOTARY AT:: ASSAM** (or respective state of bidder)

**A F F I D A V I T**

Dated .....

We, (1) Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_, \_\_\_\_\_, aged about \_\_\_\_\_ years, and (2) Sri/Smti \_\_\_\_\_ son / daughter / wife of \_\_\_\_\_, \_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_

\_\_\_\_\_ P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_, District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and jointly declare on oath as follows:-

- (1) That, the abovenamed deponents are the citizens of India and permanent resident of the abovementioned address.
- (2) That, the Deponent No. 1, i.e. Shri/Smti. \_\_\_\_\_ is the father/mother/son/daughter of the Deponent No. 2, who is serving as \_\_\_\_\_ under Oil India Limited, in the Department of \_\_\_\_\_, having Regd No./Salary Code..... and hence the name of the Deponent No. 2 has been recorded as dependent in the dependent list of OIL.
- (3) That, the Deponent No. 2 intends to participate in the Tender No. .... Floated by Oil India Ltd., Duliajan, for supply of .....
- (4) That, the Deponent No. 1 & 2, jointly declares and undertakes that if the Deponent No. 2 is found eligible for the award of contract under the said Tender to supply of desired vehicle, then his/her name shall be deleted from the dependent list of OIL and accordingly Deponent No.2 will submit a certificate before the issuance of LOA from the concern department showing that his/her name is deleted from the dependent list of OIL.

(5) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

“We swear that, this our declaration is true, that it conceals nothing and that no part of it is false, so help us God”

Identified By

DEPONENT NO. 1

(Advocate)

DEPONENT NO. 2

Signed and sworn before me by the above named deponents after being read over the contents mentioned above by .....,Advocate so that the deponents seemed to understand properly the contents of this affidavit.

NOTARY

**(Applicable where Applicant does not have PF & ESI Code or does not intends to engage driver having UAN/IP allotted by OIL)**

**BEFORE THE NOTARY AT::: ASSAM** (or respective state of bidder)

**AFFIDAVIT**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_

\_\_\_\_\_ P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and undertake on  
oath as follows:-

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of .....
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall apply for obtaining PF Code and ESI Code from the concern RPFC and ESIC in my name and furnish the same before the OIL's Authority before placement of the vehicle. (Provided RPFC and ESIC accept my application for obtaining the PF & ESI Code.)
- (4) That, I shall also generate UAN and IP Number in favour of my Driver if I choose to engage driver for the offered vehicle.
- (5) That, if ESI is not applicable or not notified to a particular area, then I shall obtain an insurance policy under employee's Compensation act 1923, in the name of the Driver to be engaged by me.

(6) That, in the event of my failure to submit PF registration Code and ESI Code/ insurance policy under employee's Compensation act 1923, to OIL within the stipulated period, then my LOA shall be liable to be rejected by OIL.

(7) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

OATH

"I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God"

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by .....,Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

**(Applicable where applicant intends to engage driver-having UAN allotted by OIL)**

**BEFORE THE NOTARY AT ...: ASSAM (or respective state of bidder)**

**UNDERTAKING**

Dated .....

I, Sri/Smti \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,  
\_\_\_\_\_, aged about \_\_\_\_\_ years, resident of \_\_\_\_\_

\_\_\_\_\_ P.S. \_\_\_\_\_ & P.O. \_\_\_\_\_,  
District \_\_\_\_\_, State \_\_\_\_\_ do hereby solemnly affirm and undertake on  
oath as follows: -

- (1) That I am a citizen of India and permanent resident of the abovementioned address.
- (2) That I intend to participate in the Tender No.....Floated by Oil India Ltd., Duliajan, for supply of .....
- (3) That, if I am found eligible for the issuance of award of contract under the said Tender to supply the desired vehicle to OIL, then I shall engage driver-having UAN allotted by OIL during the entire contract period.
- (4) That the statements made hereinabove paras are true to the best of my knowledge and belief and I have not concealed any fact. I undertake that if the statement made hereinabove is found to be false / incorrect at any point of time or found to conceal any fact, either before award or after award of the contract, then the OIL shall have liberty to cancel my application or cancel the contract, as the case may be.

**OATH**

“I swear that, this my declaration is true, that it conceals nothing and that no part of it is false, so help me God”

Identified By

DEPONENT

(Advocate)

Signed and sworn before me by the above named deponent after being read over the contents mentioned above by ....., Advocate so that the deponent seemed to understand properly the contents of this affidavit.

NOTARY

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED**

**To,**  
**M/s. OIL INDIA LIMITED**  
**CONTRACTS DEPARTMENT,**  
**GUWAHATI, ASSAM,INDIA,PIN-781171**

**TENDER NO.** \_\_\_\_\_

**Tender Description:** \_\_\_\_\_

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

- a) We, \_\_\_\_\_ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website <https://www.oil-india.com/banning-policy> and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.
- b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.
- c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

| Sl. No. | Name | Address | PAN No. | GST No. | OIL Vendor Code |
|---------|------|---------|---------|---------|-----------------|
|         |      |         |         |         |                 |
|         |      |         |         |         |                 |
|         |      |         |         |         |                 |

Place: \_\_\_\_\_

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

\_\_\_\_\_  
(Name & Signature of the authorised signatory of the bidder)

**GENERAL HSE POINTS**

The Contractor shall adhere to following points (as applicable for installations under the Factories Act) while performing the works under this contract:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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 of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety.
4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
5. 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 Actor omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. Statutory forms to be maintained in respect to Factories Act, 1948, Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.
9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Factories Act, 1948, Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory

requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, 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. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

17. Contractor has to ensure that all work is carried out in accordance with the Statute and the 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 the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

19. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O<sub>2</sub>/CO/H<sub>2</sub>S) and FLP torch light to be made available at site.

21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.

23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

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

25. OIL will communicate all information to the Contractor or his authorized representative only.

26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

27. 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.

28. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.

29. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

30. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

31. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

32. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

33. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.

34. Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

35. Barricading of area to be done with reflecting tapes as applicable during work.

36. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

37. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

38. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non-prescribed drug in Company work site is strictly prohibited.

39. 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.

40. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

41. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, 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 as per the terms of the Contract.

42. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.

43. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

NOTE: All Contractors' personnel must undergo safety orientation programme conducted by Oil India Ltd before commencement of the job. For any clarification with regard to the above, the contractor may contact HOD-MECHANICAL MAINTENNANCE PIPELINE SERVICES.

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**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner Guwahati along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner, Guwahati, for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

\*\*\*\*\*  
\_\_\_\_\_

**STARTUP AND MSE VENDORS**

In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:

1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.
2. Certificate of incorporation.
3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.

The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.

In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.

\*\*\*\*\*

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

**To,  
GM-CONTRACTS OIL  
INDIA LIMITED  
DULIAJAN - 781171**

**Sub:** Undertaking/Declaration regarding financial standing

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_(name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

**(OR)**

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: \_\_\_\_\_

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

\_\_\_\_\_  
(Name & Signature of the authorized  
signatory of the bidder)

**APPENDIX-E**

**DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY  
LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL**

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN - 781171**

**Sub:** Undertaking/Declaration regarding Holiday List, debarment etc.

**Ref:** Tender No. \_\_\_\_\_

We, \_\_\_\_\_ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debaring us/them from carrying on business dealings with OIL.

Place: \_\_\_\_\_

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

\_\_\_\_\_  
(Name & Signature of the authorized  
signatory of the bidder)

**Appendix-3**

**UNDERTAKING REGARDING NON-INCLUSION OF HAZARDOUS SUBSTANCES  
[as per GCC Clause No. 14.12 (v)]  
[On company's Letter Head]**

To,  
M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT\_  
GUWAHATI, ASSAM, INDIA, PIN-781171

Dear Sir,

This has reference to your Tender No. .... Dated 20\_\_ on the subject

.....

We.....(Name of the Company) confirm that no hazardous substance as stipulated in the Public Liability Insurance Act 1991 and the Rules framed thereunder will be handled during the performance of the aforesaid Tender/ Contract.

It is hereby also confirmed that we will hold OIL harmless in case of any claim on us under the Public Liability Act Policy 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 thereunder.

Signature  
(Name & Designation of Authorized person)

## CHECKLIST

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

**TENDER NO:** \_\_\_\_\_

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

= SUBMITTED,     = NOT SUBMITTED

| <i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>                                                                                                                                                                                                                   | <i>SUBMITTED/NOT SUBMITTED</i> | <i>REMARKS</i> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------|
| Price Schedule Format, (Proforma-A)                                                                                                                                                                                                                                   |                                |                |
| DOCUMENTS REQUIRED AS PER BRC                                                                                                                                                                                                                                         |                                |                |
| BRC 4.0 A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number, Firm Registration Number and UDIN), certifying the Annual turnover & Net worth OR Audited Balance Sheet along with Profit & Loss account                              |                                |                |
| BRC 3.1 Documentary proof furnished in support of the experience such as Purchase order / work order / contract document along with completion certificate from the Organization                                                                                      |                                |                |
| BRC 3.2 Documents having the detailed postal address in the name of the firm /owner which shall substantiate the proof of office establishment for at least 1 year reckoned from the original BCD within 50 KM of PL locations where the services need to be provided |                                |                |
| BRC 5.10 Bidders must furnish the following information with relevant documents wherever necessary:                                                                                                                                                                   |                                |                |
| a) Tax Exemption Certificate, if any, if /applicable.                                                                                                                                                                                                                 |                                |                |
| b) PAN no. (photocopy of the PAN card required).                                                                                                                                                                                                                      |                                |                |
| c) GST registration No.                                                                                                                                                                                                                                               |                                |                |
| d) Bank account No. with name of Bank, Type of account, Bank address.                                                                                                                                                                                                 |                                |                |
| e) P.F. Account No. / Code.                                                                                                                                                                                                                                           |                                |                |
| f)ESI registration no.                                                                                                                                                                                                                                                |                                |                |
| Bid Form, (Proforma-I)                                                                                                                                                                                                                                                |                                |                |
| Bid Security (Proforma-XI)                                                                                                                                                                                                                                            |                                |                |
| Performance Security Form, (Proforma-XVI)                                                                                                                                                                                                                             |                                |                |
| Sample Agreement Form (Proforma- XIX)                                                                                                                                                                                                                                 |                                |                |

|                                                                                                            |  |  |
|------------------------------------------------------------------------------------------------------------|--|--|
| Statement of compliance/ Non compliance<br>(Proforma-II)                                                   |  |  |
| Court Affidavit (Annexures A, B, C, D)                                                                     |  |  |
| Integrity Pact (Sec-V), if applicable                                                                      |  |  |
| E-payments vide RTGS/NEFT (Proforma – IV)                                                                  |  |  |
| Format of undertaking by Bidders towards<br>submission of authentic information/documents<br>(Proforma –V) |  |  |
| PROFORMA LETTER OF AUTHORITY<br>PROFORMA-III                                                               |  |  |
| UNDERTAKING BY VENDOR ON SUBMISSION OF<br>PERFORMANCE BANK GUARANTEE<br>PROFORMA-XIX                       |  |  |

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

**PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

|                                                                                                                                                                          |                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>To</b><br><b>M/s OIL INDIA LIMITED,</b><br><br><b>Address: CONTRACTS SECTION</b><br><b>PIPELINE DEPARTMENT,</b><br><b>GUWAHATI ASSAM, INDIA,</b><br><b>PIN-781171</b> | <b>Insurance Surety Bond (ISB) No.</b>                                                                                       |  |
|                                                                                                                                                                          | <b>Date of ISB</b>                                                                                                           |  |
|                                                                                                                                                                          | <b>ISB Valid up to (Expiry date)</b>                                                                                         |  |
|                                                                                                                                                                          | <b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b> |  |
|                                                                                                                                                                          | <b>Stamp Sl. No./e-Stamp Certificate No.</b>                                                                                 |  |

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, **Guwahati, Assam**, India (hereinafter called the Company's) Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we \_\_\_\_\_ (Name & address of the "Insurer") \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

**Issuing Authority:**

.....  
(Signature)

.....  
(Signature of the Authorised Signatory)

.....  
(Name)

.....  
(Name)

.....  
(Designation & official address)

.....  
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No. ....  
Date.....

**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) 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.
- c) 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.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
- f) 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".
- g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's Email / Phone from where the Insurance Surety Bond has been issued.
- h) 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.

**PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"**

**(To be stamped in accordance with the Stamp Act)**

|                                                                                                                                                                          |                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>To</b><br><b>M/s OIL INDIA LIMITED,</b><br><br><b>Address: CONTRACTS SECTION</b><br><b>PIPELINE DEPARTMENT,</b><br><b>GUWAHATI ASSAM, INDIA,</b><br><b>PIN-781171</b> | <b>Insurance Surety Bond (ISB) No.</b>                                                                                       |  |
|                                                                                                                                                                          | <b>Date of ISB</b>                                                                                                           |  |
|                                                                                                                                                                          | <b>ISB Valid up to (Expiry date)</b>                                                                                         |  |
|                                                                                                                                                                          | <b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b> |  |
|                                                                                                                                                                          | <b>Stamp Sl. No./e-Stamp Certificate No.</b>                                                                                 |  |

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

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

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably,

guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surety Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ and any extension(s) thereof; and
  - c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Witness:**

**Issuing Authority:**

.....  
(Signature)

.....  
(Signature of the Authorised Signatory)

.....  
(Name)

.....  
(Name)

.....  
(Designation & official address)

.....  
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney No. ....  
Date.....

**INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

- a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) 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.
- c) 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.
- d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
- e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.
- f) 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".
- g) 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.
- h) 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.

**Appendix-3**

**UNDERTAKING REGARDING NON-INCLUSION OF HAZARDOUS SUBSTANCES**

[as per GCC Clause No. 14.12 (v)]

[On company's Letter Head]

To,  
M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT\_  
GUWAHATI, ASSAM, INDIA, PIN-781171

Dear Sir,

This has reference to your Tender No. .... Dated 20\_\_ on the subject .....

We.....(Name of the Company) confirm that no hazardous substance as stipulated in the Public Liability Insurance Act 1991 and the Rules framed thereunder will be handled during the performance of the aforesaid Tender/ Contract.

It is hereby also confirmed that we will hold OIL harmless in case of any claim on us under the Public Liability Act Policy 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 thereunder.

Signature  
(Name & Designation of Authorized person)

To,  
The General Manager (HR Relations)  
OIL, Duliajan

Through: \_\_\_\_\_ (Concerned HoD)

Undertaking for Engaging Engineers/Professionals Only

|     |                                                   |  |
|-----|---------------------------------------------------|--|
| 1.  | Contract No.                                      |  |
| 2.  | Name of the Contractor.                           |  |
| 3.  | Nature of Contract                                |  |
| 4.  | Department.                                       |  |
| 5.  | Location.                                         |  |
| 6.  | Number Engineers/Professionals to be Engaged.     |  |
| 7.  | Period of Contract.                               |  |
| 8.  | Start Date and End Date of Contract.              |  |
| 9.  | Name of the Responsible/Contact Person.           |  |
| 10. | Telephone/Mobile No. of the contractor personnel. |  |

I/We declare that I/we have been awarded a contract in Oil India Limited, Duliajan vide contract no \_\_\_\_\_ to carry out the job of \_\_\_\_\_ in \_\_\_\_\_ Department.

2.0 I/We confirm that only Engineers or Professionals who are not considered as contract labours will be engaged to carry out the activities of the contract.

3.0 I/We also declare that **no Contract Labour** [under the provisions of CL(R&A) Act, 1970 and rules framed thereunder and ISMW Act, 1979] will be engaged to carry out the above mentioned activities at any point of time during the execution of this contract. Hence, Labour Clear Advice (LCA) and Labour License is not required.

Seal and Signature of the Contractor