



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)

(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT
PIPELINE HEADQUARTERS
GUWAHATI – 781171, ASSAM
E-mail: contracts_phq@oilindia.in

CONTRACT SECTION, PHQ NOONMATI

Date: 30.07.2025

CORRIGENDUM – 1 FOR OIL TENDER NO. GEM/2025/B/6429456

1. THIS CORRIGENDUM IS BEING ISSUED AS PER THE FOLLOWING:

- a) Bidders are required to submit proformas along with their bid documents as given below:**

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED IN THE ABOVE TENDER

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:

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

Signature of Bidder: _____

Name: _____

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

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 'E.' under Clause 2.0 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.

YEAR	TURNOVER In INR (Rs.) Crores	NET WORTH 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

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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	Guwahati.branchhead@axisbank.com

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

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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.

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 as proof of Letter of Award for the work	
16.	File name and relevant page no. of the uploaded document in e-portal as proof of Contract/ Work Order for the work	
17.	File name and relevant page no. of the uploaded document in e-portal as proof of Completion Certificate for the work	
18.	File name and relevant page no. of the uploaded document in e-portal as proof of relevant additional supporting documents 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)

Policy	Response
PP MSE	
PP-MII	

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.

Sl. No.	Description	Bidder's Confirmation
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 Indicate rate of GST applicable.	SAC Code: 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: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (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

**INTEGRITY PACT
Not applicable for this tender**

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.

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
--	---

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 byAdvocate 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/O₂/CO/H₂S) 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.

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 2.0 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 4.0 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 (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 submission of authentic information/documents (Proforma –V)		
PROFORMA LETTER OF AUTHORITY PROFORMA-III		
UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK GUARANTEE PROFORMA-XIX		

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To M/s OIL INDIA LIMITED, Address: CONTRACTS SECTION PIPELINE DEPARTMENT, GUWAHATI ASSAM, INDIA, PIN-781171	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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)

To M/s OIL INDIA LIMITED, Address: CONTRACTS SECTION PIPELINE DEPARTMENT, GUWAHATI ASSAM, INDIA, PIN-781171	Insurance Surety Bond (ISB) No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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