

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
P.O.DULIAJAN-786602, ASSAM  
**E-TENDER NOTICE**

## **WORKS CONTRACT**

**OIL INDIA LIMITED (OIL)** invites Local Competitive Bids (LCB) under Single Stage Composite Bid System from established Civil Engineering firms / contractors through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following works.

<b>IFB No.</b>	<b>DESCRIPTION OF SERVICE</b>	<b>BID SECURITY</b>	<b>COST OF BID DOCUMENT</b>
<b>CDC8120P25</b>	Restoration of Drilling location ODHA in Dima Hasao	<b>1,43,000/-</b>	<b>NIL</b>
<b>Bid Closing / Opening Date &amp; Time for the above work : 09.01.2025 at 11.00/14.00 Hrs.</b>			
Bidder shall require User ID and Password for online submission of Bid.			
Bidders without having E-tender Login ID and Password should complete their online registration <u>at least seven (7) days prior to the scheduled bid closing date and time of the tender.</u> For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> .			
Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.			
<b>No physical Bid documents will be issued.</b> The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a> . The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a> .			
All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.			

**Date: 18.12.2024**

Officer Contracts (Civil)  
**For GM-Contracts (O&C)**  
**For CGM-Contracts (HOD)**  
**For RESIDENT CHIEF EXECUTIVE**



**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
P.O. DULIAJAN, DIST  
DIBRUGARH  
ASSAM, INDIA, PIN-786602

**CONTRACTS DEPARTMENT**  
TEL: 0374-2800548  
E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)  
Website: [www.oil-india.com](http://www.oil-india.com)  
FAX: 0374-2803549

### **FORWARDING LETTER**

**Sub: E-Tender No. CDC8120P25 – Restoration of Drilling location ODHA in Dima Hasao.**

Dear Sir(s),

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

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced / approved Contractors / Firms for the mentioned work / service under **OPEN E-TENDER, COMPOSITE BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for ‘**Restoration of Drilling location ODHA in Dima Hasao.**’ One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	<b>CDC8120P25</b>
(ii)	Type of Bid	:	<b>Open Indigenous E-Tender, Composite Bid System, for Works Contract in OIL’s e-tender portal.</b>
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii)	Bid Validity	:	90 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	<b>Fourteen (14) days from signing of contract.</b>
(x)	Bid Security/EMD Amount	:	<b>₹ 1,43,000.00</b> (Rupees One Lakh Forty-Three Thousand) only. <b>Refer Clause No. 9.0 of Instruction to Bidder (ITB)</b>
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 135 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India on or before 12:45Hrs (IST) on the Bid closing Date.
(xiii)	Amount of Performance Security	:	<b>10%</b> of Contract value. <b>Refer Clause No. 24.0</b> of Instruction to Bidder (ITB)
(xiv)	Defect Liability Period	:	<b>6 (Six) months</b> from the date of handover as accepted and certified by OIL.
(xv)	Validity of Performance Security	:	<b>03 (three) months</b> beyond the defect liability period.
(xvi)	Location of job	:	Loc. ODHA near Ardoupur village in Dima Hasao, Assam
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of <b>Sixteen (16) weeks</b> from the date of issue of Work Order.
(xviii)	Quantum of Liquidated Damage for Default in Timely Completion	:	<b>Refer Clause No. 8.0</b> of General Conditions of Contract (GCC).
(xix)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(xx)	Pre-Bid conference	:	Not Applicable
(xxi)	Last Date of receipt of Queries	:	Not Applicable
(xxii)	Whether tendered quantities are splittable	:	No
(xxiii)	<b>Deadline for Bid Query</b>	:	Any clarification/Queries relevant to the tender, if any, must be submitted by the bidders <b>within 24.12.2024</b> . Company will not be liable to respond to any such clarifications/queries for delay beyond <b>24.12.2024</b> .
(xxiv)	<b>Extension of Bid Closing Date</b>	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of “Bid Closing date” and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
(xxv)	<b>Submission of Check list</b>	:	<b>Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC</b> and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection.

### **3.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL’s E-Procurement Portal with digital signature. To participate in OIL’s E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of “**Class 3 with Organizations Name and Encryption Certificate**”, the bid will be rejected.

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

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder / Bidding Company to bind the Bidder / Bidding Company to the contract.

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

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

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

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

**3.4** Details of process for submission of Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E-Procurement Portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at **URL:** <http://oil-india.com/pdf/ETenderNotification.pdf>).

**3.5** The link to OIL's E-Procurement Portal has been provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

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

**5.0** The rates shall be quoted per unit as specified in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab. Bidder should note that no pricing information is furnished in the “**Technical Attachment**” (Un-priced Techno-

Commercial Bid).

**6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. In the event of withdrawal of any bid within validity period, Oil India Limited will suspend the bidder for a period of two years without conducting any enquiry.

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

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

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

**8.1** In case of Sole Proprietorship Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

**8.2** In case of HUF, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

**8.3** In case of Partnership Firm, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement / deed and GSTIN number.

**8.4** In case of Co-Operative Societies, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

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

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

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

## 9.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price Bid”**

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

### **Note:**

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

\*\* The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**10.0 Maintenance of Total bid value in the Response:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under **“Notes & Attachment”**. As per the existing process, Bidders must upload their pricing as per the **“Price Bidding Format”** under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Excluding the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are navigation buttons: Submit, Read Only, Print Preview, Check, Technical RFX Response, and Close. Below this, the RFX Response Number is 60038748 and the RFX Number is 1396. The RFX Owner is BHARALI and the Total Value is 0.00 INR. The form is divided into sections: RFX Information, Items, and Notes and Attachments. Under RFX Information, there are sub-sections: Basic Data, Questions, and Technical Attachments. The 'Event Parameters' section includes:
 

- Currency: Indian Rupee (selected from a dropdown menu)
- Detailed Price Information: No Price
- Terms of Payment: [ ]
- Total Bid Value: [ ] (highlighted in yellow)

 Three callout boxes provide instructions:
 

- Box 1: 'Bidder to select the currency of the Response' points to the Currency dropdown.
- Box 2: '"Total Bid Value" is mandatory in "No Price" RFX' points to the Detailed Price Information field.
- Box 3: '"Total Bid Value" considering all the taxes & duties.' points to the Total Bid Value input field.

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the "Price bidding Format".

**11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**12.0** The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under **Clause 2.0 (xiii)** above and as indicated under **Para 24.0 of ITB / 20.0 of GCC** before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

**13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA/LOI:** In case LOA/LOI issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available on OIL's website) of Company.

**14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning

Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX**.

**15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:**

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

**16.0** Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender / contract.

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

**18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

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

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

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

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

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

- 18.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

18.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

18.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

18.4.4 Where no natural person is identified under (18.4.1) or (18.4.2) or (18.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

18.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

18.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

18.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 18.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

**GM-CONTRACTS (O & C)**  
For **CGM-CONTRACTS (HoD)**  
For **RESIDENT CHIEF EXECUTIVE**

**INSTRUCTIONS TO BIDDERS**

**1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- i. A Tender Forwarding Letter.
- ii. Instructions to Bidders (ITB)
- iii. Bid Evaluation Criteria - Bid Rejection Criteria (BEC-BRC)
- iv. General Conditions of Contract (GCC): PART-I
- v. Schedule of Work, Unit & Quantity (SOQ): PART-II
- vi. Special Conditions of Contract (SCC) : PART-III
- vii. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV **[Not applicable for this Tender]**
- viii. Safety Measures (SM): PART-V
- ix. Integrity Pact (IP): PART-VI
- x. Bid Form: PROFORMA-I
- xi. Statement of Non-Compliance: PROFORMA-II
- xii. Authorisation for Attending Bid Opening: PROFORMA-III
- xiii. PROFORMA of Letter of Authority: PROFORMA-IV
- xiv. PROFORMA for E-Remittance: PROFORMA-V
- xv. Bid Security (Bank Guarantee Format)-PROFORMA-VI
- xvi. Format of Performance Security: PROFORMA-VII
- xvii. Agreement Form: PROFORMA-VIII
- xviii. Format of undertaking by Bidders towards submission of authentic information / documents: PROFORMA-IX
- xix. Certificate of Compliance of Financial Criteria: PROFORMA-X
- xx. Certificate of Annual Turnover & Net Worth: PROFORMA-XI
- xxi. Undertaking by vendor on submission of bank guarantee: PROFORMA-XII
- xxii. Format of BG towards Purchase Preference-Local Content: PROFORMA-XIII
- xxiii. Undertaking For Local Content- PROFORMA-XIV
- xxiv. Format For Hindrance Register: PROFORMA-XV
- xxv. Financial Standing Declaration: PROFORMA-XVI
- xxvi. Declaration that bidder is not under Holiday list/Blacklisted, etc.: PROFORMA-XVII
- xxvii. Declaration for confirmation of Term/Fixed Deposit: PROFORMA-XVIII
- xxviii. Exhibit I & Exhibit II
- xxix. PROFORMA-U
- xxx. Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- xxxi. Technical Evaluation Sheet for BEC-BRC & others
- xxxii. Commercial check List

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or

submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

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

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID DOCUMENTS:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s) / Corrigendum(s) / Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

### **5.0 PREPARATION OF BIDS:**

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **Composite Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in "Technical Attachments" tab):

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Security (scanned) in accordance with Clause No. 9.0 hereunder. Original Bid Security should sent as per Clause No. 9.2 (c) below.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact, digitally signed by OIL's competent personnel as **PART-VI**.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: **No price should be mentioned in the Technical Bid being uploaded in "Technical Attachments" tab.**

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab)

Note: The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

**6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their Technical bid.

**7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the GST in the Price Bid Format. For example, personal taxes and / or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in BEC-BRC of the tender documents.

**9.0 BID SECURITY**

9.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 9.8.

9.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

- a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VI**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp

Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. A duly filled undertaking towards details of the BG (as per **PROFORMA-XII**) must also be submitted along with the scanned copy of BG in the technical bid.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for a minimum of **135 (One Hundred Thirty-Five) days** from the original date of bid closing.

- b. Alternately Bid Security can also be paid through Bank Draft / Cashier's Cheque / Banker's Cheque / irrevocable Letter of Credit / NEFT / RTGS / Electronic Fund Transfer through Online Payment Gateway of OIL's e-tender portal (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist.-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

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

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

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

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

<b>BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)</b>		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAAC02352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email ID	Abhay_Kumar@oilindia.in
<b>E</b>	Mobile No	9480312436
<b>F</b>	Local Address	Duliajan, Dibrugarh, Assam- 786602
<b>G</b>	Registered Address	Duliajan, Dibrugarh, Assam- 786602

- d. In case of Bidders submitting Bid Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque / Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.
- e. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

- f. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 9.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.
- g. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

**Note:**

- i. Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** below along with technical bid.
  - ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
- 9.3 Any bid not secured in accordance with sub-clause 9.2 above shall be rejected by the Company as non-responsive.
- 9.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.
- 9.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 24.0 below is furnished.
- 9.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 9.8 The Bid Security may be forfeited:
- a. If the bidder withdraws the bid within its original / extended validity.
  - b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.
  - c. If the bidder does not accept the contract.
  - d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.
  - e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.
- 9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.

9.11 The Bank Guarantee issuing bank branch must ensure the following:

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

- (i) 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 ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	ICICI Bank Ltd.
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company Name	Oil India Limited
<b>H</b>	SWIFT Code	ICICINBBXXX

**10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:** In case any bidder is exempted from paying the Bid Security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below. However, such bidders must submit the bid security declaration as per format enclosed in the tender.

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

**Note:**

- i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

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

**11.0 PERIOD OF VALIDITY OF BIDS**

- 11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **90 days** from Bid Closing Date.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**12.0 SIGNING & SUBMISSION OF BIDS:****12.1 Signing of bids:**

- 12.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name (i.e. Firm's name) in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 12.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The Letter of Authority (as per **PROFORMA-IV**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has / have digitally signed the Bid.
- 12.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

**12.2 Submission of bids:**

The tender is processed under **Composite Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

Documents sent through E-mail / Fax / Telephonic method will not be considered.

- 12.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per **PROFORMA-II** of the bid document and the same should be uploaded along with the Technical Bid.
- 12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.
- 12.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**13.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 13.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.
- 13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

- 14.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in

physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**15.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 15.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.

**16.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

**17.0 BID OPENING AND EVALUATION:**

- 17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 17.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 17.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be

allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

**18.0 OPENING OF PRICED BIDS:**

- 18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 18.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 18.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**19.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BEC-BRC of the Tender Documents.

- 19.1 Discounts / rebates:
- 19.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.
- 19.1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable

bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts/rebates.

**20.0 CONTACTING THE COMPANY:**

- 20.1 Except as otherwise provided in **Clause 17.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.
- 20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**21.0 AWARD OF CONTRACT:**

- 21.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the evaluation criteria mentioned under BEC-BRC of the tender document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**23.0 NOTIFICATION OF AWARD:**

- 23.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un-successful Bidder.

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

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

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

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited in

the following designated OIL's bank account:

<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>		
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

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

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

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

<b>Sl. No.</b>	<b>Bank Name</b>	<b>Sl. No.</b>	<b>Bank Name</b>
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
<b>A</b>	Name	OIL INDIA LIMITED
<b>B</b>	PAN	AAAC02352C
<b>C</b>	Date of Incorporation	18-02-1959
<b>D</b>	Email ID	Abhay_Kumar@oilindia.in
<b>E</b>	Mobile No	9480312436
<b>F</b>	Local Address	Duliajan, Dibrugarh, Assam- 786602
<b>G</b>	Registered Address	Duliajan, Dibrugarh, Assam- 786602

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

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

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

f. No other mode of payment other than the mode covered under Point Nos. a., b. & c. will be accepted by the Company.

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

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

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Contract 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 ICICI Bank Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

<b>Bank Details of Beneficiary</b>		
<b>A</b>	Bank Name	ICICI Bank Ltd.
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
<b>D</b>	IFSC Code	ICIC0000213
<b>E</b>	Unique identifier code (Field 7037)	OIL503988890
<b>F</b>	Company name	Oil India Limited
<b>G</b>	SWIFT Code	ICICINBBXXX

24.4 This Performance Security must be valid for **90 (Ninety) days** after the date of expiry of the contract period / defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

24.5 The Performance Security Deposit will be refunded to the Contractor after **90 (Ninety) days** of satisfactory completion of works / defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

## **25.0 SIGNING OF CONTRACT:**

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

25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA/LOI. Till the contract is signed, the LOA/LOI issued to the successful bidder shall remain binding amongst the two parties.

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA/LOI issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the Performance Security within the stipulated time as defined

in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

**26.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

**27.0 MOBILIZATION AND ADVANCE PAYMENT:**

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.

27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**28.0 GOODS AND SERVICES TAX:**

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

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

28.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

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

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

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

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

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

- 28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 28.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 28.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

#### **29.0 INTEGRITY PACT:**

- 29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **PART-VI** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any

bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

- 29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.
- 29.4 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:
- a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA  
E-mail ID: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com) & [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
  - b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail ID: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
  - c. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India  
E-Mail ID: [ams057@gmail.com](mailto:ams057@gmail.com)

### **30.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

\*\*\*\*\*

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

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

**1.0 ELIGIBILITY CRITERIA**

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.

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

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

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder)**, without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.
- (b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

**2.0 TECHNICAL EVALUATION CRITERIA:**

- 2.1 **Experience:** The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following:

**One** similar work of value= ₹ **57,31,000.00**

**OR**

**Two** similar works of value= ₹ **35,82,000.00** each

**OR**

**Three** similar works of value= ₹ **28,66,000.00** each

**Notes to BEC-BRC Clause No. 2.1**

1. **‘SIMILAR WORK’** mentioned above means experience in:
  - a. Construction/Repairing of bituminous/metal road, RCC bridge, Drain.  
or
  - b. Construction of drilling location.  
or
  - c. Construction/Repairing of RCC building/Assam Type building, boundary wall.  
or
  - d. Construction/Repairing/ Site development/ Site preparation work including CC Gabion/ RCC foundation/ river protection work.  
or
  - e. Earth filling work.
  
2. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
  - A. Contract document showing details of work,  

AND
  - B. Completion certificate(s) or Payment certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work.

The submitted document(s) must contain the following:

  - (i) Nature of job done and Work Order No. / Contract No.
  - (ii) Gross Value of Work Done.
  - (iii) Contract period/Contract start and date of completion.
  
3. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience.
  
4. Following work experience will also be taken into consideration:
  - (i) If the prospective bidder is executing a contract which is still running, and the contract value/ quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work/ supply/ service execution certificate issued by end user.
  
5. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify the Contract Number and date or Work order Number.
  
6. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

**3.0 FINANCIAL EVALUATION CRITERIA**

3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 35,82,000.00** (Rupees Thirty-Five Lakh Eighty-Two Thousand) only.

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

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

**Note: Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited Page 42 of 253 balance sheet but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

**Notes to BEC Clause No. 3.0**

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

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

**Or**

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

\*Note:

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

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

2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net

worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year \_\_\_\_\_ have actually not been audited so far, as per format prescribed in **PROFORMA-X**.

3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.

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

- 4.1 The bids are to be submitted in **Single Stage under Composite Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.
- 4.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 4.3 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.
- 4.4 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.
- 4.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 4.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 4.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 4.8 Bids are invited under **Single-Stage, Composite Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.
- 4.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
  - (i) Firm price
  - (ii) EMD / Bid Security/Bid Bond

- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

4.10 Bid received with validity of offer less than **90 (Ninety)** days from the actual date of Bid closing will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 90 (Ninety) days.

4.11 Bid Security must be furnished (except those exempted) as a part of the Techno-Commercial Un-priced Bid. The amount of bid security should be as specified in the Forwarding Letter. Any bid not accompanied by a proper bid security will be rejected straightway.

**Note:**

(i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 135 days** from the original bid closing date.

(ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.

4.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**5.0 PRICE EVALUATION CRITERIA:**

5.1 Price bids shall be evaluated in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

5.2 Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

5.3 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected.

- 5.4 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.
- 5.5 If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.
- 5.6 **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities as per Price Bid Format.**
- 5.7 Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **8.0 Award of Contract.**
- 5.8 The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.
- 5.9 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 5.10 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 5.11 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

**6.0 GENERAL:**

- 6.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 6.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.
- 6.3 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto

must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.

- 6.4 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.
- 6.5 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.6 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 6.7 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 6.8 Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.
- 6.9 Bidders have to submit a declaration as per the format prescribed in **PROFORMA-XVI & XVII** regarding Financial Standing and not under Holiday List/ Delisted/ Blacklisted/Debarred in OIL respectively along with the technical bid.
- 6.10 **Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC enclosed as **PROFORMAS-XXII & XXIII**, along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.**

#### **7.0 PURCHASE PREFERENCE CLAUSE:**

- 7.1 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India ) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013//2017-FP\_PNG-Part(4) (E-41432) dated 26<sup>th</sup> April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.

- 8.0 **AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

**Note:** In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

- A. If L-1 bidder is a Class-I PPLC Bidder:** In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder.
- B. If L-1 Bidder is not a Class-I PPLC Bidder:** In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

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

- 9.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 9.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 9.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 9.4 The beneficial owner for the purpose of para 9.3 above will be as under:
- 9.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

9.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

9.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

9.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

9.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

9.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **PROFORMA-XIX** in this respect to be submitted by the bidder.

9.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

9.8 The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

**10.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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

**WORKS CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Restoration of Drilling location ODHA in Dima Hasao.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

- 1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms Part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at location \_\_\_\_\_.
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
- 2.0** i) The contractor shall provide all labour, supervision and transport and such specified materials described in Part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
- ii) Contractor shall have to produce the valid certificates (Forest Royalty Clearance Certificate) from the concerned departments, as per applicable rate towards forest produce used against the contract to HOD (Civil) prior to processing of final payment. In absence of valid certificates, the final bill shall not be processed.
- 3.0** The Company's Engineer shall have power to:
- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contractor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

- 4.0** The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in Part-II (SOQ). In case of positive variation in quantities of any items from the quantity mentioned in the tender / contract, the contractor will have to carry out the positive varied quantity at the contract rate, or the internally estimated rate, whichever is lower.

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

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

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

- I. The Mines Act.
- II. The Minimum Wages Act, 1948.
- III. The Workman's Compensation Act, 1923.
- IV. The Payment of wages Act, 1936.
- V. The Payment of Bonus Act, 1965.
- VI. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- VII. Employees' Pension Scheme, 1995.
- VIII. Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- IX. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- X. Goods and Service Tax (GST) Law,

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

- 7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8.0** The Contractor must complete the work within **16 weeks** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

- 9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.
- 10.0** The tendered all-inclusive Price (i.e. the Contract price) is ₹ \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)**  
(₹ \_\_\_\_\_ only ) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

- 11.0** The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12.0** Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
- 13.0** The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 14.0** The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 15.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16.0** All Statutory taxes levied by the Central and State Government or any other competent authority from time to time, except GST & Forest Royalty, will be borne by Contractor and the contract cost is inclusive of all tax liabilities except GST & Forest Royalty. However, any subsequent increase in such statutory taxes after bid opening day will be borne by the Company. Similarly if there is any decrease in such statutory taxes after bid opening, the Company shall recover the decreased amount of such taxes from the contractor.
- 17.0** The Contractor shall deploy local persons in all works.
- 18.0** The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

**20.0 SPECIAL CONDITIONS:**

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

However, if submission of LCA / LCC is delayed, under some exceptional circumstances, for any reason not attributable to the contractor, the same should be recorded by the contractor with documentary proof. In

such cases, the decision as to whether the reason of delay is attributable to the contractor or not shall be taken by the Head of Civil Engineering Department and the work order will be issued accordingly.

- b) **PBG/Security Deposit Clause:** The Contractor has furnished to Company the performance security after issue of LOI/LOA in the form of \_\_\_\_\_ of Rs. \_\_\_\_\_ **(Not to be filled up by the bidder while submitting the offer. This is to be filled up by OIL at the time of award of the contract to the successful bidder)** (being 10% of the contract value) with validity upto \_\_\_\_\_. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. If in case the original Contract is required to be amended thereby increasing the Contract cost or the contractual period or both, the Contractor must deposit the requisite additional amount of Performance Security and / or extend the validity of the Performance security accordingly. Security deposit will be released to the Contractor after successful completion of defect liability period as defined in the Contract subject to receipt of advice for release of the same from the User Department.
- c) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- d) Contractor(s) whosoever is liable to be covered under the P.F. Act must ensure strict compliance of provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & employer's share) with the competent authority monthly under their direct code. 12% P.F. will be applicable on the wage component of the contract cost.

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

Contract Cost including PF: The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to P.F. Contribution on wage component.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor shall have to work during rainy seasons also.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor.
- j) The Contractor's representative should report to Engineer-in-charge on all working days at 7.00 A.M. and 3.00 P.M. for instructions.
- k) Materials if rejected should be removed from site within 48 (forty- eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- l) The Company reserves the right to get the part or whole work complete at the risk and cost of the Contractor if he fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) The Contractor shall be in a position to execute 2(two) locations simultaneously.
- o) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- p) If needed water and electricity will have to be arranged by the Contractor at his own cost.

- q) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- r) The Contractor shall have to provide temporary latrine facilities in the entire work site for use of their workmen during progress of work.
- s) The contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in charge.
- t) The program of works to be submitted in the form of Bar Chart within 3 days of receipt of work order.

**21.0 SPECIAL INSTRUCTION:**

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

**22.0 GOODS AND SERVICES TAX (GST) CLAUSES UNDER GCC****22.1 GENERAL REMARKS ON TAXES & DUTIES:**

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

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

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

**22.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filed under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

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

OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST**.

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

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

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

- 22.10 GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 22.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 22.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 22.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 22.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 22.15** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 22.16** Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period (in case the delay is attributable to the service provider), shall be to Service provider's account whereas any decrease in the rate of **GST** shall be passed on to the OIL.
- Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.
- Claim for payment of **GST**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 22.17** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable, and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 22.18 Documentation requirement for GST**
- The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.
- Any invoice issued shall contain the following particulars
- Name, address and GSTIN of the supplier;
  - Serial number of the invoice;
  - Date of issue;
  - Name, address and GSTIN or UIN, if registered of the recipient;
  - Name and address of the recipient and the address of the delivery, along with the State and its code,
  - HSN code of goods or Accounting Code of services[SAC];
  - Description of goods or services;
  - Quantity in case of goods and unit or Unique Quantity Code thereof;
  - Total value of supply of goods or services or both;
  - Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - Rate of tax (IGST,CGST, SGST/ UTGST, cess);
  - Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
  - Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - Address of the delivery where the same is different from the place of supply and
  - Signature or digital signature of the supplier or his authorised representative.

- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner.
- The original copy being marked as ORIGINAL FOR RECIPIENT;

- ii. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

**22.19 ANTI-PROFITEERING CLAUSE**

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

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

**23.0 SETTLEMENT OF DISPUTES:**

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

**23.2 Resolution of Dispute through SAC:**

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

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

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually through Conciliation/Mediation, the same shall be referred to Arbitration.
- b) A party wishing to commence arbitration proceeding shall invoke an Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- c) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

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

- d) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- e) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- f) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- g) Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- h) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996 (as amended from time to time).
- i) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete.
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- j) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- k) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- l) The seat and venue of the arbitration proceeding shall be New Delhi.

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

- a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public

Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

### **23.6 Exclusions**

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

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

### **24.0 FORCE MAJEURE:**

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

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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

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

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

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

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

**25.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

**27.0 SET OFF CLAUSE:**

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

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

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

**30.0 TERMINATION:**

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

of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

- e) **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days' notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days' notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].
- f) **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- g) If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent of non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- h) Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from (a) to (g) and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- i) **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials. No demobilization charges shall be payable by COMPANY in case of Article from (d) to (g).

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

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

Signed, Sealed and Delivered,

<b>For and on behalf of Contractor</b>	<b>For and on behalf of Company</b>
M/s. _____ Address _____ _____	Oil India Limited Duliajan, Dibrugarh Assam- 786602
Signature _____ Name of Signatory _____	Signature _____ Name of Signatory _____
Seal of Contractor's firm	Seal of Signatory
(In presence of) Signature _____ Name _____	(In presence of) Signature _____ Name _____

## WORKS CONTRACT

## SCHEDULE OF WORK, UNIT AND QUANTITY

SL NO.	DESCRIPTION OF SERVICE	UOM	ESTIMATED QUANTITY
1	Clearing, removing, mud, silt etc. from Effluent Pits, steel / R.C.C. tanks, bowzers etc. including disposing off to a distance of 30m.	M3	594.00
2	Dismantling GS Sheet roofing including ridges, hips valleys and gutters etc., and stacking the material or disposal to designated places within 50 m.	M2	666.86
3	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking or disposal to designated places within 50 m.	M3	3300.00
4	Dismantling wood work in frames, trusses, purlins and rafters up to 10 metres span and 5 metres height including stacking the material or disposal to designated places within 50 m	M3	1.00
5	Demolishing R.C.C. work manually / by mechanical means including stacking of steel bars and disposal of unserviceable material to designated places within 50 metres as per direction of Engineer-in-Charge.	M3	306.29
6	Demolishing brick work manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material to designated place within 50 metres as per direction of Engineer-in-Charge.	M3	61.21
7	Cleaning the well site area and surface dressing of the ground including removing unwanted vegetation, empty chemical bags, ropes and other debris and disposal of rubbish to the designated places.	M2	17867.00
8	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly made for taking measurement, including all measurable lead and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	10253.35
9	Supply and Planting trees as compensatory afforestation at the rate of 290 trees per hectare at a spacing of 6 m by grubbing and leveling the ground upto a depth of 150 mm, digging holes 0.9 m dia, 1 m deep, mixing farm yard/sludge manure with soil, planting of sapling 2 m high in poly bag of 25 cm dia, backfilling the hole and watering.	HEC	1.63

**Notes:**

1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of Sixteen(16) weeks considered from the date of issue of Work Order.
3. Mobilisation Period: **Fourteen (14) days** after contract signing.
4. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
Duliajan, Assam

**DESCRIPTION OF WORK/SERVICE:** Restoration of Drilling location ODHA in Dima Hasao.

**PRICE BIDDING FORMAT: E-TENDER No. CDC8120P25**

<b>NAME OF BIDDER</b>	
<b>Bidder's GSTIN No.</b>	
<b>SAC Code</b>	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (Rs.) Excluding GST
			A	B	C = A * B
10	Clearing/removing, mud, silt etc.of 30m	M3	594.00		-
20	Dismantling roofing	M2	666.86		-
30	Dismantling steel work	M3	3300.00		-
40	Dismantling wood work	M3	1.00		-
50	Demolishing R.C.C. work	M3	306.29		-
60	Demolishing brick work	M3	61.21		-
70	Surface dressing of the ground	M2	17867.00		-
80	Collecting / excavating sand, soil, silt	M3	10253.35		-
90	Planting of trees	HEC	1.63		-
<b>Contract Execution Cost, A</b>					-
	Forest Royalty of 9% on the contract execution cost. Additional 10% Cess on forest royalties for each of MMDRRF and DMFT, B	AU	1.00	-	-
<b>Total Contract Cost, A+B (Excluding GST)</b>					-
<b>Applicable GST Rate (%)</b>	18%	<b>Applicable GST#</b>		<b>Total (Rs.) (inclusive of GST)*</b>	-

#Please select from Drop Down list.

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. GST applicable for the service will be 18% .

2. Bidder must include all impale plant, labour, supervision, materials, erection of display board, sign/caution board, insurance, profit, taxes and duties, together with all general risks, liabilities in their quoted rates excluding **P.F, GST & Forest Royalty**.

3 Forest Royalty is to be calculated and paid as per the "Third Schedule" of Notification No. PEM 130/2021/40 dated 7th October 2021 & other ancillary charges as per Notification No. PEM 130/2021/55 dated 16th December 2021. As per the rates of Royalties vide Sl. No. IX of the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021, applicable forest royalty against this work shall be 9.00 % of the contact value.

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

5. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

6. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST.

7. Refer to GCC & SCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description.

9. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

This cost is to be maintained under the "Total Bid Value" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for details

**WORKS CONTRACT****SPECIAL CONDITIONS OF CONTRACT**

**DESCRIPTION OF WORK/SERVICES:** Post drilling site restoration works at drilling ODHA, Ardaopur, Dima Hasao, including supplying all materials and labour under the OALP-III block AA-OHP-201/3, Dima Hasao area).

**1. GENERAL:**

- 1.1 This section establishes the scope and schedule for the work to be performed by bidder/contractor in the designated location and describes references, specifications, instructions, standards, other documents, the specifications for any materials, tools or equipment, which bidder/contractor shall satisfy or adhere to in the performance of the work. Quoted rates are inclusive of all materials, labour and other taxes & levies (except P.F, GST & Forest Royalty).
- 1.2 Basic information of the areas and logistics: The drilling location ODHA under OALP-II & III (block no. AA-ONHP-2018/3) is situated near the village Chota Manja of Dima Hasao District of Assam. The road of length 9 km to the location ODHA originates on the left side of Lumding -Silchar (NH-27) 4 lane road near Ardaopur village and the approximate distance to Ardaopur from Lumding Railway station is 28 km.
- 1.3 Bidder/contractor shall with prior permission of Company, visit the location during the tender period at its own expense and liability. Company accepts no liability or responsibility for any such visits. Bidder/contractor acknowledges the risks associated with such visits and will coordinate the local authorities/ police to obtain any required approvals to visit the location themselves.
- 1.4 Quoted rates shall be submitted by the contractor taking account of all knowledge about the site, area and logistics.
- 1.5 The contractor must complete the work in all respect within the work duration allotted to him as per contract agreement/work order which is 16 weeks. The duration of the work allotted to the contractor is inclusive of Sundays and Holidays. However, any delay in completion of the work due to reasons not attributable to the contractor will be considered based on hindrance register maintained during delay analysis of the work after its completion and the same will be considered during calculation of LD as per Contract.

**2. SCOPE OF WORK:**

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

- a) Dismantling of temporary shed and stacking of serviceable materials (if any) properly and disposal of unserviceable material to the designated places.
- b) Demolishing R.C.C. work by manual/mechanical means including stacking of serviceable materials (if any) properly and disposal of unserviceable material to the designated places.
- c) Demolishing brick work by manual/mechanical means including stacking of serviceable material (if any) and disposal of unserviceable material to the designated places.
- d) Removal of unserviceable soil/mud etc. from retainer pit, disposal pits & other areas of the well site and disposing to the designated places.
- e) Cleaning the well site area and surface dressing of the ground including removing unwanted vegetation, empty chemical bags, ropes and other debris and disposal of rubbish to the designated places.
- f) Filling of retainer pit, effluent pits and other chemical pits and low laying area with soil/silt/sand/ordinary earth collected from any source, load into lorries, transport it to place of work including procuring earth and laying in layer of 150mm thickness and compacting, profile properly.

g) Supplying and planting trees at the rate of 290 trees per hectare at a spacing of 6 m by grubbing and levelling the ground up to a depth of 150 mm, digging holes 0.9 m dia, 1 m deep, mixing farmyard/sludge manure with soil, planting of sapling 2 m high in poly bag of 25 cm dia, backfilling the hole and watering them till defect liability period.

2.2 Brief scope of work has been mentioned above for general guidance purpose of the bidder/contractor. Bidder/contractor is required to quote rates taking into consideration of all aspects as per site requirements/environment and specifications enclosed along with the item of tender document. Quoted Rates shall be inclusive of all materials and labour and other taxes & levies but excluding P.F, Forest Royalties and GST.

2.3 Contractor shall execute all the works in accordance with good practice for achieving high standards of workmanship, safety and durability of the structure/finished product mentioned in the respective items of works and as directed by the Engineer-in-Charge.

2.4 The bidder/contractor shall be responsible for completing the entire work in all respects and also any other works necessary to complete the job though not mentioned in the scope of work.

2.5 It is the responsibility of the contractor to keep watering the plant saplings and keep them healthy till defect liability period for which no additional payment shall be done.

2.6 Before starting the work, the successful bidder/contractor shall submit an undertaking as per format attached as PROFORMA-U, if applicable, that he will obtain a Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract and submit a copy of the same to OIL before commencement of the work.

**3.** Optimum numbers of equipment/machineries capable of providing uninterrupted services in good operational condition shall be supplied by the bidder/contractor as and when required for successful completion of the work. The bidder/contractor must submit necessary papers viz. registration certificate, insurance, pollution certificate etc. whenever asked by Company's personnel. The Minimum numbers of equipment/machineries required are as follows:

- |                      |           |
|----------------------|-----------|
| a) Excavator:        | 1 Number  |
| b) Dumper:           | 2 Numbers |
| c) Roller:           | 1 numbers |
| d) Concrete breaker: | 1 number  |
| e) Water pump:       | 1 number  |

**4.** Key personnel:

A suitable and experienced key personnel shall be deployed by the contractor while carrying out the work. He will guide, supervise, co-ordinate and monitor the progress of work.

**5.** Site office:

Contractor may construct a temporary site office with attached toilet at site at his own cost but no extra payment shall be made against the same.

**6.** A Hindrance Register shall be maintained in the enclosed Format to record all hindrances encountered during execution of the works against the contract. The items of works affected due to any hindrance shall be clearly recorded in the Hindrance Register and the Engineer-in-charge of the Company as well as the site representative of the Contractor will sign on the register against the recorded hindrance. In case of encountering multiple hindrances simultaneously over a period of time affecting the same item or different items, the net period of hindrance will be worked out considering the overlapping period.

**7. SPECIAL INSTRUCTION TO THE CONTRACTOR:**

- a) The items of works covered under the contract are optional & would be executed on call basis, if need arises. The contractor shall arrange to execute each item of work on issuance of work advice.
- b) The contractor shall use pump if needed for dewatering for excavation work as well as filling work to the entire satisfaction of the Engineer-in- Charge at his own cost.
- c) Watch and ward, loss or damage to Company's property's theft and other incidental charges shall be Contractor's responsibility.
- d) Efficient workmen to be engaged by the Contractor.
- e) Water and Power shall have to be arranged by the Contractor for execution of the tendered work.
- f) The Contractor's representative should report to Engineer-in-Charge or his representative on all working days at 7.30 AM for day-to-day work for instruction.
- g) In carrying out the Work, Contractor shall cause as little disturbance or interruption as possible to operations of other Contractor(s) so that Company's overall programme is achieved.
- h) Before execution of works, sample of all the materials (if any) to be supplied by the contractor shall be submitted to the Engineer-in-Charge for its approval.
- i) All materials supply by the contractor must be approved by Engineer In-charge and necessary Test certificate from reputed test laboratory to be submitted by the contractor if advised by Company. No extra payment shall be made to the contractor for the tests unless otherwise specified in the schedule of rates.
- j) Materials if rejected should be removed from the site within 48(forty-eight) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- k) The Company reserves the right to get part or whole work completed through other agency at the risk and cost of the Contractor if fails to complete the work within the stipulated time without any valid reasons. The Company's decision shall be final and binding on the Contractor.
- l) The Contractor and his workmen have to strictly observe the safety precautionary rules as per Mines Act (Latest edition) while executing the work.
- m) No road closure will be allowed during execution of work and necessary traffic signal/ road sign boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.
- n) The contractor will be required to work expeditiously at the site and must visit the site before tendering at his own cost & risk.
- o) Signatory of the contract agreement must attend the site of work as and when advised by the Engineer-in-Charge for necessary instruction or advice.
- p) The contractor should keep a daily report (Work-diary), site order book, hindrance register and any other register required for records purpose shall be maintained at site.
- q) Quantity of cement used (if any) will be calculated as per CPWD standard.
- r) The contractor shall have to carry out all jobs as per specification/procedures mentioned in the item description and as per the direction of Engineer-in-Charge.

s) On completion of the work in the area of construction, Contractor shall remove from the site all Contractor's equipment, appliances, tools and surplus materials and shall clear away any rubbish generated by the operations of Contractor and will leave the site clean and tidy.

t) All the measurements of executed work shall be done jointly by the representative of Company and Contractor. Contractor to assist with all necessary equipment & manpower for this purpose at his own cost and no extra payment shall be made against the same.

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

- 8.1 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 fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance 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.
- 8.2 The Contractor shall ensure complete safety of the personnel and all the equipment engaged by him. They shall take full responsibility for their safety.
- 8.3 Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
- 8.4 Contractor must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omission at work. The contractor must cooperate with his/ her employee or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 8.5 The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
- 8.6 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/ her men every day for the work, punctually.
- 8.7 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. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. 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 use the proper PPE while at work. Contractor employees should be encouraged for 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.
- 8.8 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

- 8.9 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. The SOP should clearly mention the risk arising to men, machineries & material from the 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).
- 8.10 Contractor has to ensure that all work is carried out in accordance with the SOP and for the purpose he may deploy 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.
- 8.11 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
- 8.12 Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from Installation Manager before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.
- 8.13 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.
- 8.14 The Contractor or his representative shall arrange tool bod meetings and regular site safety meetings and maintain records.
- 8.15 Contractor should ensure that all his personnel deployed are of sound health and medically fit as per the requirement of the job. The Contractor shall not engage minor labor below eighteen (18) years of age under any circumstances.
- 8.16 OIL will communicate all information to the Contractor or his authorized representative only. Contractor shall submit details of authorized representative wherever applicable.
- 8.17 The Contractor shall have to report all incidents including near miss to the representative of OIL.
- 8.18 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.
- 8.19 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.
- 8.20 The Contractor should prevent frequent change of his deployed employees as far as practicable. However, of OIL's Engineer In Charge found any person not suitable for the job, the Contractor has to remove the person and replace a suitable person.
- 8.21 Necessary sign-board/ warning signals like "caution", "hot work in progress", "men at work", emergency telephone numbers etc. should be used wherever applicable. 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.
- 8.22 Barricading of area to be done with reflecting tapes as applicable during work.
- 8.23 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site.
- 8.24 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.

- 8.25 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.
- 8.26 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, appropriate action will be initiated against the Contractor.
- 8.27 Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.
- 8.28 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.
- 8.29 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.

#### **9. CONTRACTOR'S RISKS:**

All risks of loss or damage to physical property and of physical injury and death to the personnel, which arise during the course of and in consequence of the performance of the contract, are the responsibility of the contractor.

#### **10. INDEMNITY AND INSURANCE:**

10.1 The Contractor shall obtain and submit suitable insurance coverage within 14 days of signing the contract agreement. If the contractor fails to submit the insurance within 14 days of signing the contract agreement, the period of delay in submission of insurance shall be deducted from the contractual period while issuing the work order. In such cases, the time period mentioned in Clause No. 8 of GCC (Part-I of this contract) shall not be applicable and the contractor must complete the work within the reduced time period allotted to the contractor as per the work order issued. Contractor shall at his own expense arrange, secure, maintain and renew insurance throughout the contract period, extended period if any, including the defect liability period. In case, the Contractor fails to arrange the Insurance or arranges insufficient insurance, for the events, as mentioned below against any or all insurable risks, the Contractor shall be solely liable for loss or damage arising from such events or causes.

10.2 Workmen's Compensation (WC) Insurance: The Employer shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or any sub-Contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for a sum as per established norms during the entire contract period, extended period if any, including the defect liability period for any physical injury or death of any manpower deployed by him.

10.3 Contractor's All Risk Insurance policy (CAR policy): The Contractor shall acquire CAR policy in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following events which are due to the contractor's risks, irrespective of whether such loss or damages are caused on account of negligence of the Contractor or their personnel:

- a. Loss of or damage to the works: For any loss of ongoing or completed part of work, the insurance must compensate the Employer with the insured amount.
- b. Loss of or damage to the equipment, plants and materials: For any loss of equipment, plants and materials, the insurance must compensate the contractor with the insured amount.

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

10.5 Indemnity Agreement:

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

## **11. FOREST ROYALTY:**

11.1 As per Notification No. PEM 130/2021/40 dated 7th October, 2021 of Govt. of Assam, for Assam Minor Mineral Concession Rules, 2013, royalties and contribution towards "Minor Minerals", "District Mineral Foundation Trust Fund" (DMFT) and "Mines and Mineral Development, Restoration and Rehabilitation Fund" (MMDRRF) to be deposited as applicable directly through the website [www.assamforestonline.in](http://www.assamforestonline.in).

11.2 As per the rates of Royalties vide Sl. No. IX of the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021, applicable forest royalty against this contract shall be 9.00 % of the contact value.

11.3 As per Notification No. PEM 130/2021/55 Dated 16th December, 2021 in addition to the royalties, a sum of 10% of the royalty as per the 3rd schedule must be deposited in each of the District Mineral Foundation Trust (DMFT) and Mines and Mineral Development Restoration and Rehabilitation Fund (MMDRRF).

11.4 The Contractor will be liable to ensure to have registered in the portal [www.assamforestonline.in](http://www.assamforestonline.in) and to submit self-attested copy of the corresponding of Forest Royalty, DMFT & MMDRRF against the project. Contractor will be responsible for procurement of material in its own registration and to issue its own e-challan as applicable.

11.5 OIL will reimburse the amount at actuals against submission of self-attested copy of e challan/receipt/certificates generated from the portal along with running bills.

11.6 However, OIL will release the final bill only after ensuring that all relevant certificates issued by concerned authority against payment of Forest Royalty, DMFT & MMDRRF are submitted by the contractor to CIVIL-HOD for the job executed.

**12.** The contractor shall deposit the PAN and GST registration number (if applicable, as per Statutory GST Regulations) as and when required by the Company. If the above are not available with the contractor, the contractor must apply for the same after signing of the Contract and submit the same within 45 days of signing the contract (or as and when advised by the Company, after 45 days of signing the contract). Moreover, the statutory guidelines of Goods and Service Tax (GST) shall be adhered to by the contractor.

**13.** Defect liability period shall be 6 months beyond the date of completion of works as certified by Engineer-in-charge. It is also the responsibility of the contractor to keep watering the plants and keep them healthy till defect liability period for which no additional payment shall be done. During the defect liability period, all corrective works shall be carried out entirely at Contractor's own expenses. If such corrective works are not carried out within a reasonable time, the Company, at its discretion, may have such remedial works carried out by other agencies and charge the cost thereof to the Contractor. This amount shall be deducted from contractor's bill/ Retention money / Performance security.

**14.** Company reserves the right to initiate actions against the bidder/contractor during processing of tender and / or during continuation of the contract as per OIL's Banning Policy available at OIL's website.

## **15. GOODS & SERVICE TAX**

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

- 15.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 15.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 15.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 15.5 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- 15.6 Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 15.7 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 15.8 Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST.
- 15.9 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 15.10 Contractor/Vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 15.11 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor, OIL shall withhold the payment of GST.
- 15.12 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor but will be directly deposited to the government by OIL.
- 15.13 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

- 15.14 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor , OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 15.15 TDS under GST, if applicable, shall be deducted from contractor's/ Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 15.16 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 15.17 The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 15.18 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 15.19 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 15.20 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 15.21 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 15.22 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 15.23 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 15.24 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 15.25 Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 15.26 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 15.27 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 15.28 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

- 15.29 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.
- 15.30 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 15.31 Documentation requirement for GST: The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit. Any invoice issued shall contain the following particulars:

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

Note: OIL GSTIN numbers are as follows:

Assam: 18AAACO2352C1ZW

Arunachal Pradesh: 12AAACO2352C1Z8

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

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

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

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

- 15.32 Anti-profiteering clause: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 15.33 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**\*\*\*End of SCC\*\*\***

**WORKS CONTRACT**

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

- A. SCHEDULE OF MATERIALS AVAILABLE AT THE COMPANY'S STORES/STOCK PILES for permanent incorporation in works and
- B. SCHEDULE OF COMPANY'S PLANTS AND EQUIPMENT for use in the execution of work.
  - 1) **MATERIALS:** Nil (All materials to be supplied by the contractor).
  - 2) **PLANTS AND EQUIPMENT:** Nil (All plants and equipment required for execution of the job to be arranged by the Contractor for which no extra payment will be given).

**To,  
GM-CONTRACTS (HOD)  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**DESCRIPTION OF WORK/SERVICE:** Restoration of Drilling location ODHA in Dima Hasao.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_

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

- c) Due notice would be given for any change of personnel under item (b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.
- g) We shall abide by the following HSE (Health Safety & Environment) points.

**PART-VI**

**INTEGRITY PACT (IP)**

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

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

**Section: 1 -Commitments of the Principal**

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or 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.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process.
3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a

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**

**(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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

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

**Section 4 -Compensation for Damages**

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

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

**Section 5 -Previous transgression**

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

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders.

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

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

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

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

**Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

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

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

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

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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.  
Date .

**BID FORM**

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

**Sub: E-TENDER NO. CDC8120P25 - Restoration of Drilling location ODHA in Dima Hasao**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

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

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

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO  
CGM- CONTRACTS (HoD)  
OIL INDIA LIMITED  
P.O. DULIAJAN-786602  
Assam, India**

Sir,

**SUB: OIL's E-TENDER NO.- CDC8120P25**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender No. **CDC8120P25** for **Restoration of Drilling location ODHA in Dima Hasao.**

Yours Faithfully,

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

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

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

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

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

**PROFORMA FOR LETTER OF AUTHORITY**

**TO  
CGM-CONTRACTS (HoD)  
Contracts Department  
P.O. Duliajan PIN-786602  
Dist. Dibrugarh, Assam, India**

Dear Sir,

**SUB: OIL's E-TENDER NO. CDC8120P25**

We, \_\_\_\_\_ of \_\_\_\_\_  
confirm that Mr. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address) is authorised to represent us to Bid,  
negotiate and conclude the agreement on our behalf with you against Tender No.  
**CDC8120P25** for **Restoration of Drilling location ODHA in Dima Hasao** for any  
commercial / Legal purpose etc.

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

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

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

Yours faithfully,

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

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

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

**NOTE:** This letter of authority shall be 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

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

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

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

SEALED with the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid 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 Contact Person at the Controlling Office with Mobile No. and e-mail address:

**Page No.2**

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 shall ensure the following:
  - a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
    - (i) MT 760/ MT 760 COV for issuance of Bank Guarantee
    - (ii) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Bid Security must contain the Tender Number.

**FORMAT OF PERFORMANCE BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

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

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 there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

**Page No.2**

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 shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
  - (iii) MT 760/ MT 760 COV for issuance of Bank Guarantee
  - (iv) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Bid Security must contain the Tender Number.

**AGREEMENT FORM**

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of \_\_\_\_\_ for Rs. \_\_\_\_\_ (being **10.0 % of the total contract value**).

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

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

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

Date \_\_\_\_\_

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

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

**Ref: Your Tender No. CDC8120P25**

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref.: Note '2' under Clause 3.0 Financial Criteria of BEC-BRC of Tender No. CDC8120P25**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

Place:  
Date:  
UDIN:  
Seal:

Membership Code & Registration No.:  
Signature

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

**To,  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602**

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. ....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. ....

**BG issuing bank details:**

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

Declaration:

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

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

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

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

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

Mobile No.: \_\_\_\_\_

Enclosure: Original bank guarantee

**Proforma of Bank Guarantee towards Purchase Preference – Local Content**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Dated \_\_\_\_\_

To,  
Oil India Limited  
\_\_\_\_\_  
\_\_\_\_\_

India

Dear Sirs,

1. In consideration of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_

<p>WITNESS NO.1</p> <p>_____</p> <p>(Signature) Full name and official address (in legible letters) Stamp</p> <p>WITNESS NO.2</p> <p>_____</p> <p>(Signature) Full name and official address (in legible letters) Stamp</p>	<p>_____</p> <p>(Signature) Full name, designation and address (in legible letters) With Bank</p> <p>Attorney as per power of Attorney No. _____ Dated _____</p>
---	--

**UNDERTAKING FOR LOCAL CONTENT  
(To be submitted in the letter head of the bidder)**

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

Date \_\_\_\_\_

**To,  
CGM- CONTRACTS (HoD)  
Contracts Department,  
OIL, Duliajan**

**SUB: UNDERTAKING FOR LOCAL CONTENT**

Dear Sir,

We, \_\_\_\_\_ (Name of the bidder) have submitted Bid No. \_\_\_\_\_ against Tender No. \_\_\_\_\_ dated \_\_\_\_\_  
**'Restoration of Drilling location ODHA in Dima Hasao'**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is \_\_\_\_\_ % .

For and on behalf of \_\_\_\_\_

Authorized signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No. \_\_\_\_\_

**FORMAT FOR HINDRANCE REGISTER**

**Description of Project:**.....

**Contract No. & Date:**.....

**Contractor's Name:**.....

**Scheduled Completion Date:**.....

<b>S1 No.</b>	<b>Nature of Hindrance</b>	<b>Items of work that could not be executed because of this hindrance</b>	<b>Date of start of Hindrance</b>	<b>Date of Removal of Hindrance</b>	<b>Period of Hindrance</b>	<b>Overlapping period, if any</b>	<b>Net Hindrance days</b>	<b>Remarks</b>
<b>Signature of Contractor's Representative</b>			<b>Signature of Engineer-in-charge</b>			<b>Signature of HoD</b>		

**DECLARATION ABOUT BIDDER'S FINANCIAL STANDING**

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

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

**Ref:** Tender No. **CDC8120P25**

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 authorised  
signatory of the bidder)

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

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

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

**Ref:** Tender No. **CDC8120P25**

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 authorised  
signatory of the bidder)

**Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit  
from the issuing bank**

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

Sub: **Contract No.** .....

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

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

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

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

**Seal of the Bank:**

**EXHIBIT-I**

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

(REF. CLAUSE NO. 18.6 OF THE FORWARDING LETTER)

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from 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, has 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 are eligible to be considered.

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)

**EXHIBIT-II**

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 18.1 OF THE FORWARDING LETTER**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from 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, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

**BID SECURITY DECLARATION**

(To be submitted on Bidder's letter head in case bidder is exempted from Bid Security/EMD)

**To,  
CGM-CONTRACTS (HOD)  
OIL INDIA LIMITED  
P.O. DULIAJAN – 786602  
Assam, India**

Sub: BID SECURITY DECLARATION IN RESPECT OF TENDER NO. **CDC8120P25**

Dear Sirs,

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**Format of Declaration/Undertaking towards Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract no..... (Tender No. **CDC8120P25**)**

(To be submitted on Bidder's letter head)

To,

**THE HOD  
CIVIL ENGINEERING DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Valid Trade License/No Objection Certificate from the concerned Autonomous Council for executing the contract.**

Dear Sirs,

I/We \_\_\_\_\_ (Name of the bidder) undertake that **if applicable, we will obtain a Valid Trade License/No Objection Certificate/Permission from the concerned Autonomous Council for executing the contract and submit a copy of same to OIL prior to commencement of the work.**

Or

I/We \_\_\_\_\_ (Name of the bidder) hereby confirm that **Valid Trade License/No Objection Certificate/ Permission from the respective Autonomous Council for executing the contract is not required and we hold all the necessary commercial documents/authorization/permission for executing the contract under the area of jurisdiction of Autonomous Council.**

**(Strike out whichever is not applicable)**

Yours faithfully,

For (Name of the firm \_\_\_\_\_)

Signature of Authorised Signatory/ POA

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here)

1. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	<b>BEC-BRC Clause No. 1.0</b>	<p>The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding &amp; execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the bidders want to avail PP-LC</p>			

		<p>benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <p>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the <b>percentage (%) of local content</b> in their bid as per format prescribed in <b>PROFORMA-XIV (duly signed &amp; sealed by the Power of Attorney holder)</b>, without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.</p> <p>(b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.</p>			
2	<b>BEC-BRC Clause No. 2.1</b>	<p>Experience: The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing Date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following:</p> <p><b>One</b> similar work of value= ₹ <b>57,31,000.00</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>Two</b> similar works of value= ₹ <b>35,82,000.00</b> each</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Three</b> similar works of value= ₹ <b>28,66,000.00</b> each</p>			

<p>3</p>	<p><b>Notes to BEC-BRC Clause No. 2.1</b></p>	<p>1. <b>‘SIMILAR WORK’</b> mentioned above means experience in-</p> <ul style="list-style-type: none"> <li>a. Construction/Repairing of bituminous/metal road, RCC bridge, Drain.</li> <li style="padding-left: 40px;">or</li> <li>b. Construction of drilling location.</li> <li style="padding-left: 40px;">or</li> <li>c. Construction/Repairing of RCC building/Assam Type building, boundary wall.</li> <li style="padding-left: 40px;">or</li> <li>d. Construction/Repairing/ Site development/ Site preparation work including CC Gabion/ RCC foundation/ river protection work.</li> <li style="padding-left: 40px;">Or</li> <li>e. Earth filling work.</li> </ul>			
		<p>2. For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <ul style="list-style-type: none"> <li>A. Contract document showing details of work,</li> <li style="text-align: center;">AND</li> <li>B. Completion certificate(s) or Payment certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work.</li> </ul>			

		<p>The submitted document(s) must contain the following:</p> <ul style="list-style-type: none"> <li>(i) Nature of job done and Work Order No. / Contract No.</li> <li>(ii) Gross Value of Work Done.</li> <li>(iii) Contract period/Contract start and date of completion.</li> </ul>			
		<p>3. Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience.</p>			
		<p>4. Following work experience will also be taken into consideration:</p> <p>If the prospective bidder is executing a contract which is still running, and the contract value/ quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work/ supply/ service execution certificate issued by end user.</p>			
		<p>5. In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify the Contract Number and date or Work order</p>			

		Number. 6. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC..			
4	<b>BEC-BRC Clause No. 3.1</b>	Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least <b>₹ 35,82,000.00</b> (Rupees Thirty-Five Lakh Eighty-Two Thousand) only.  Note: <b>Annual Financial Turnover</b> of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year” as per the Companies Act, 2013 Section 2 (91).			
5	<b>BEC-BRC Clause No. 3.2</b>	<b>Net worth</b> of bidder must be positive for preceding financial / accounting year.  <b>Note: Net worth</b> shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited Page 42 of 253 balance sheet but does not include reserves created out of revaluation of assets,			

		write-back of depreciation and amalgamation.			
6	<b>Notes to BEC Clause No. 3.0</b>	<p>1. For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid:</p> <p>(i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>PROFORMA-XI</b>.</p> <p style="text-align: center;">or</p> <p>(ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>*Note:</p> <ul style="list-style-type: none"> <li>• Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.</li> <li>• In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may</li> </ul>			

		<p>be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.</p>			
		<p>2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in <b>PROFORMA-X</b>.</p>			
		<p>3. In case the bidder is a Government Department, they are exempted from submission of documents</p>			

		mentioned under Para <b>1</b> and <b>2</b> above.			
7	<b>BEC-BRC Clause No. 4.1</b>	The bids are to be submitted in Single Stage under Composite Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.			
8	<b>BEC-BRC Clause No. 4.2</b>	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
9	<b>BEC-BRC Clause No. 4.3</b>	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			
10	<b>BEC-BRC Clause No. 4.4</b>	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			

11	<b>BEC-BRC Clause No. 4.5</b>	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
12	<b>BEC-BRC Clause No. 4.6</b>	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
13	<b>BEC-BRC Clause No. 4.7</b>	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
14	<b>BEC-BRC Clause No. 4.8</b>	Bids are invited under Single-Stage, Composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under "Technical Attachment" Tab and the Priced Bid as per the PRICE BID FORMAT attached under "Notes and Attachments".			
15	<b>BEC-BRC Clause No.</b>	Bidder must accept and comply with the			

	<p><b>4.9</b></p>	<p>following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) EMD / Bid Security/Bid Bond</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee / Security deposit</li> <li>(vi) Delivery / Completion Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material / work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration / Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) Integrity Pact</li> </ul>			
<p>16</p>	<p><b>BEC-BRC Clause No. 4.10</b></p>	<p>Bid received with validity of offer less than <b>90 (Ninety)</b> days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in <b>PROFORMA-I</b>. If bidder does not submit / declare bid validity period, it will be presumed that the bid validity is 90 (Ninety) days.</p>			

17	<b>BEC-BRC Clause No. 4.11</b>	<p>Bid Security must be furnished (except those exempted) as a part of the Techno-Commercial Un-priced Bid. The amount of bid security should be as specified in the Forwarding Letter. Any bid not accompanied by a proper bid security will be rejected straightway.</p> <p><b>Note:</b></p> <p>(i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for <b>minimum 135 days</b> from the original bid closing date.</p> <p>(ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.</p>			
18	<b>BEC-BRC Clause No. 4.12</b>	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide <b>PART-VI</b> of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.</p>			

19	<b>BEC-BRC Clause No. 5.1</b>	Price bids shall be evaluated in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.			
20	<b>BEC-BRC Clause No. 5.2</b>	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
21	<b>BEC-BRC Clause No. 5.3</b>	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected.			
22	<b>BEC-BRC Clause No. 5.4</b>	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.			
23	<b>BEC-BRC Clause No. 5.5</b>	If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.			

24	<b>BEC-BRC Clause No. 5.6</b>	<b>Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.</b>			
25	<b>BEC-BRC Clause No. 5.7</b>	Service is not splittable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. <b>8.0 Award of Contract.</b>			
26	<b>BEC-BRC Clause No. 5.8</b>	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.			
27	<b>BEC-BRC Clause No. 5.9</b>	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
28	<b>BEC-BRC Clause No. 5.10</b>	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
29	<b>BEC-BRC Clause No. 5.11</b>	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with			

		applicable GST while evaluation of bid.			
30	<b>BEC-BRC Clause No. 6.1</b>	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			
31	<b>BEC-BRC Clause No. 6.2</b>	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.			
32	<b>BEC-BRC Clause No. 6.3</b>	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses			

		covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.			
33	<b>BEC-BRC Clause No. 6.4</b>	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			
34	<b>BEC-BRC Clause No. 6.5</b>	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
35	<b>BEC-BRC Clause No. 6.6</b>	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
36	<b>BEC-BRC Clause No. 6.7</b>	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			

37	<b>BEC-BRC Clause No. 6.8</b>	Bidders have to submit a declaration as per the format prescribed in <b>PART-V</b> regarding compliance of Safety Measures along with the technical bid.			
38	<b>BEC-BRC Clause No. 6.9</b>	Bidders have to submit a declaration as per the format prescribed in <b>PROFORMA-XVI &amp; XVII</b> regarding Financial Standing and not under Holiday List/ Delisted/ Blacklisted/Debarred in OIL respectively along with the technical bid.			
39	<b>BEC-BRC Clause No. 6.10</b>	<b>Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC</b> enclosed as <b>PROFORMAS-XXII &amp; XXIII</b> , along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.			
40	<b>BEC-BRC Clause No. 7.0</b>	<b><u>PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)</u></b> : Purchase preference under Public Procurement (Preference to Make in India ) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013//2017-FP_PNG-Part(4) (E-41432) dated 26 <sup>th</sup> April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders to check the provisions			

		<p>of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.</p>			
<p>41</p>	<p><b>BEC-BRC Clause No. 8.0</b></p>	<p><b><u>AWARD OF CONTRACT:</u></b> The contract for hiring of the tendered services shall be awarded as below:</p> <p><b>Note:</b> In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per <b>PROFORMA-XIV</b>. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.</p> <p><b>A. <u>If L-1 bidder is a Class-I PPLC Bidder:</u></b> In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder.</p> <p><b>B. <u>If L-1 Bidder is not a Class-I PPLC Bidder:</u></b> In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.</p>			

		Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as <b>PROFORMA-XIII</b> ) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.			
42	<b>BEC-BRC Clause No. 9.1</b>	<p><b><u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:</u></b></p> <p>Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].</p>			
43	<b>BEC-BRC Clause No. 9.2</b>	"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the			

		descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.			
44	<b>BEC-BRC Clause No. 9.3</b>	<p>"Bidder from a country which shares a land border with India" for the purpose of this Order means:</p> <ul style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> </ul>			
45	<b>BEC-BRC Clause No. 9.4</b>	<p>The beneficial owner for the purpose of para 9.3 above will be as under:</p> <p>9.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together,</p>			

		<p>or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation:</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>9.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>9.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial</p>			
--	--	---	--	--	--

		<p>owner is the relevant natural person who holds the position of senior managing official;</p> <p>9.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>			
46	<b>BEC-BRC Clause No. 9.5</b>	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.			
47	<b>BEC-BRC Clause No. 9.6</b>	The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per <b>PROFORMA-XIX</b> in this respect to be submitted by the bidder.			
48	<b>BEC-BRC Clause No. 9.7</b>	<b>Validity of registration:</b> In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.			

49	<b>BEC-BRC Clause No. 9.8</b>	The bidders to provide an undertaking as per <b>PROFORMA-XX</b> along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.			
50	<b>BEC-BRC Clause No. 10</b>	<b><u>COMPLIANCE OF THE COMPETITION ACT, 2002:</u></b> The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER No. CDC8120P25**

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

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
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	SAC Code:
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to <b>90 (Ninety) days</b> from Bid Due Date / Date of opening of bids.	
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 you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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