



OIL INDIA LIMITED

BID DOCUMENT

Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months

CONTRACTOR

COMPANY

INDEX:

Instruction to bidders : Bidders are required to submit their hard copy bid with their quoted rates as per **Price-Bid Format-A** along with all relevant documents as required.

Covering Letter with Salient features

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(Contract Section)
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati
Assam

Tender SI No:
Issued By : _____
(Signature)

Name : _____

Designation: _____

To,

TENDER NOTICE NO.: GCO1088P23

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/
Firms for the under mentioned work:

Description of Work / Service.	Location	Contract Period	i) Bid Closing Date (BCD) / Bid Opening date(BOD). ii) Earnest money deposit (EMD).
Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months	PS4 Sekoni RS3 Kaziranga RS4 Ghani	01(One) Year extendable by another 6 (Six) Months	i) To be submitted at GUWAHATI BCD at : Guwahati on: 30-08-2022 at 14:00Hr Bid opening at: Guwahati on: 30-08-2022 at 14:00Hr ii)EMD: NIL iii) Tender Fee: NIL

a) **Bid Security (EMD) : NIL**
(HOWEVER BID SECURITY DECLARATION FORMAT PROFORMA-C TO BE SUBMITTED)

b) **Performance Security Deposit: 3%** of the estimated contract value

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Interested bidder may collect the Bid Documents from the office of the **General Manager (Contracts) Guwahati- 781171** from **30.07.2022 to 30.08.2022** during office hours from **0800 Hrs to 1530 Hrs(IST)**. The Bid Closing Date (BCD) is **30.08.2022 at 1400 hrs.** and Bid Opening Date (BOD) is **30.08.2022 at 1400 Hrs.**

The NIT is also available at OIL web site **www.oil-india.com**. All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on the Oil Website and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website.

Prospective bidders are requested to regularly visit the website: www.oil-india.com/

Bidders to submit the hard copy of the bid issued from OIL Contracts Office, PHQ,Narangi.

1.0 This bid document is not transferable, and Bids can be collected by bidders as notified above.

Bidders to submit the hard copy of the bid collected.

In the event any bidder submits the bid by downloading the same from the OIL website, the same will be rejected.

Bid must accompany the **BID SECURITY DECLARATION FORMAT PROFORMA-C.**

Otherwise the bid will be outright rejected.

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DECLARATION FOR BID SECURITY

PROFORMA-C

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

Sub:
Tender No:.....

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

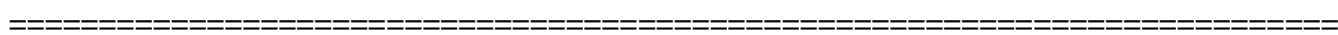
We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

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

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

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

The company reserves the right to refuse issuance of bid document without assigning any reason there of.



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- 2.0 **SEALED ENVELOPES** Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the:

**GENERAL MANAGER (CONTRACTS),
OIL INDIA LIMITED (A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati 781 171**

All tenderers shall submit the requisite **Bid Security Declaration Format** along with the Tender **Tenders received without Bid Security Declaration Format in the manner specified above will be summarily rejected.** The bid is to be submitted in **Original**.

- 3.0 Tenders will be received upto **1400 Hrs (IST)** on the date as mentioned above and opened on the **date as mentioned above** day at **1400 Hrs (IST)** at **GENERAL MANAGER (CONTRACTS), Pipeline Head Quarters(PHQ) , Oil India Limited, Guwahati** office before any attending tenderers. Tender box is placed at the office of **General Manager (Contracts)PL**. However, if the above-mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.
- 4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. However, white fluid shall not be used for making correction. Any bid not meeting this requirement will be rejected. In case of discrepancy the unit rate quoted in words shall be considerate to be correct.
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.
- 6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6(six) months.
- (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 The tender must be valid for **90 (Ninety)** days from the date of opening of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

**GENERAL MANAGER (CONTRACTS),
PHQ OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. :Udyan Vihar, Narengi, Guwahati, Assam**

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

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- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
 - 01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
 - 02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.
 - 03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST and Central Excise Registration Certificate.
 - 04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST and Central Excise Registration Certificate.
 - 05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST and Central Excise Registration Certificate.
 - 06. In case of Joint Stock Companies registered under the Indian Companies Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST and Central Excise Registration Certificate.
 - 07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST and Central Excise Registration Certificate.
- 12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e. O.I.L's Standard Form of Contract.

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13.0 PERFORMANCE SECURITY:

- 13.1 Successful bidder shall be required to furnish an amount equivalent to **3%** of the estimated total contract value as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of Demand Draft / Banker's Cheque/ Bank Guarantee issued by a Nationalized Bank. A copy of the Bank Guarantee format is enclosed as **Annexure –B.**
- 13.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfil its obligations under the Contract.
- 13.3 The performance security in the form of Bank Guarantee as specified above must be valid for **90 (Ninety)** days after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 13.4 Failure of the successful Bidder to comply with the requirements of **clause 13.1 and /or 13.4** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

- 14.0 The amount of retention money shall be released after expiry of Contractor’s performance obligation under this contract.
- 15.0 The work shall have to be started within **7(Seven) days** from the date of issue of work order.
- 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 liquidate 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 DISCOUNTS / REBATES:

- 1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.
- 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

19.0 BACKING OUT BY BIDDER:

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

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20.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:**

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

22.0 **RESPONSIVENESS OF THE BIDS:**

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement under **Bid Rejection criteria (BRC)/ Bid Evaluation Criteria (BEC)** will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

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

1.0. BID REJECTION CRITERIA (BRC):

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 rejected. All the documents related to BRC shall be submitted along with the Techno-Commercial Bid.

1.1 FINANCIAL CRITERIA: ANNUAL TURN OVER

a) Annual financial turnover as per Audited Annual Reports in any of the preceding 3 financial years to be reckoned from the original bid closing date should be at least **Rs. 1,44,958.00**

b) For consortium

- i) At least one member of the consortium to meet the above criteria of 50% turnover.
- ii) The other members of consortium should meet minimum 25% turnover requirement.

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

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

d) Considering the time required for preparation of Financial Statements, if the last date of preceding financial/ accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial/ accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/ Financial Statements for the financial year 2021-2022 (or as the case may be) has actually not been audited as on original bid closing date.

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

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

OR

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

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

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

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1.2 TECHNICAL CRITERIA:

A) EXPERIENCE: Bidders must have:

Relevant experience of having successfully completed one "similar work" of value **Rs. 2,41,597.00** with PSUs / Central Govt. Org. / State Govt. Organization in last 7(Seven) years to be reckoned from date of bid closing.

"Similar work mentioned above means bidder shall have the experience providing metal fabrication service"

B. For proof of requisite experience and relevant technical requirements, any one of the following documents/photocopies must be submitted along with the bid:

1. In case of OIL contractors, Copy of Certificate of Completion (COC)/ Work Orders /Certificate of Payments (COP) / Service entry Sheet (SES) of jobs successfully executed during the last seven years ending bid closing date, showing gross value of the job done, Nature of job done and Time period covering the financial year(s) as per NIT. It may be clearly noted that simply mentioning of OIL Contract Number or Work order will not be accepted.

2. In case of a bidder NOT being an OIL Contractor, then a relevant Certificate issued by PSUs or Central Govt. or State Govt. or Reputed Private Organization in last seven years from date of original bid closing date showing:

- a) Gross value of job done; and
- b) Nature of job done; and
- c) Time period covering the financial year(s) as per NIT; and
- d) Clearly mentioning job completion date.

C. Bidders must have PF Account in their name issued by Regional Provident Fund Commissioner and ESI registration. Documentary evidence of the same is to be submitted.

OR

In case bidder does not have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same before issue of Work Order by OIL.

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

NOTE-:

(i) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

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

1.3 All the supporting documents in compliance to BEC requirements above shall be submitted along with the bid. Non-submission of the documents will result in rejection of bids.

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1.4 Any bid not complying BEC requirements shall be summarily rejected.

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

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

1.6 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:

- a) Tax Exemption Certificate, if any, if /applicable.
- b) PAN no. (photocopy of the PAN card required).
- c) GST registration No.
- d) Bank account No. with name of Bank, Type of account, Bank address.
- e) P.F. Account No. / Code.
- f) ESI registration no.

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

- a) The Factory Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman’s compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees’ Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i) The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) AGST Act/VAT
- k) GST Act

2.0 BID EVALUATION CRITERIA (BEC):

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

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2.2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ.

2.3. Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.

2.4. In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders.

2.5. Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

2.6 Original Bid closing date will be considered for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

2.7 GENERAL:

a) In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

b) In case Bidder takes exception to any clause of Tender Document not covered under BEC/BRC, then the Company shall exercise its 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 the Company. The loading so done by the Company will be final and binding on the Bidders.

c)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 clarification fulfilling the BEC/BRC clauses must be received on or before the deadline given by the Company, failing which the offer will summarily rejected.

d)Any additional information/terms/ conditions furnished in sealed Price Bid will not be considered by Company for evaluation /award of contract.

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

- a) The FACTORY Act - 1948
- b) The Minimum Wages Act 1948
- c) The Workman’s compensation Act 1923
- d) The payment of wages Act 1963
- e) The payment of Bonus Act 1965
- f) The Contract Labour (Regulation and Abolition) Act 1970 and the rules framed thereunder.
- g) Employees’ Pension Scheme 1995.
- h) Interstate Migrant (regulation of Employment and Condition of Service) Act 1979
- i)The Employees Provident Fund and Miscellaneous Provisions Act 1952
- j) GST Act

3.0 COMMERCIAL:

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1 Bidder shall submit the offer under "*Single Stage Single Bid System*"- Technical bid" and the "Price Bid".

2 Bidder shall furnish Bid Security Declaration as per Proforma C along with Bid. Bid security Declaration shall be furnished as a part of 'Technical Bid'. Any bid not accompanied by a proper bid security declaration will be rejected. Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected.

3 The Technical Bid should not have any price indication.

5 Validity of the bid shall be minimum **90** days. Bids with lesser validity will be rejected.

6 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

7 Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.

8 Any bid containing false statement will be rejected.

9 The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

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

11 Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

12 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.

13 Any physical documents wherever called for, 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 signed the Bid.

14 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.

15 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected. To this effect Bidder shall submit an undertaking along with the Bid.

- a) Performance Security Clause
- b) Clause Force Majeure
- c) Termination Clause
- d) Settlement of disputes Clause
- e) Liquidated Damages Clause.
- f) Acceptance of Jurisdiction and applicable law.
- g) Tax liabilities clause.
- h) Insurance clause.

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- i) With holding clause.
- j) Liability clause.
- k) Set off clause

4.0 BID EVALUATION CRITERIA (BEC):

4.1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.

4.2 Any discount/rebates offered shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

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CERTIFICATE OF ANNUAL TURNOVER & NETWORTH

(To be issued by practicing Chartered/Cost Accountant Firm
on their Letter Head)

TO WHOM IT MAY CONCERN

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

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:
Date:
Seal:
Membership Code and Registration No.

UDIN

Signature

Yours faithfully,
For OIL INDIA LIMITED

General Manager (Contracts)
For: Chief General Manager (Pipeline Services)

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PART-I

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam
WORKS CONTRACT**

DESCRIPTION OF WORK/SERVICE:

Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months

GENERAL CONDITIONS OF CONTRACT (GCC):

PART-II

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. 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 under **PS4 Sekoni, RS3 Kaziranga,RS4 Ghani**

- a)
 - 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. 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 are necessary for its completion in a specifically mentioned in this contract sound and workman like manner.

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- 3. 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 upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. 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. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
- 5. 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 upto 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. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
 - i) The Factory Act.
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of wages Act, 1963.

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- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- 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) AGST Act.
- xi) GST Act.

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

- 7. 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. The Contractor must complete the work within **1 (ONE) Year** of the written order to commence the 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 p.c) 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 Chief Engineer'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. 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 event taking shape or form at any place of the Company's works or and its neighborhood.
- 10. The tendered all-inclusive Price **exclusive of GST** (i.e. the Contract price) is Rs. _____ (Rupees _____ 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

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than monthly, upto the amount of **100%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

- 11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12. 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. 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. 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. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation Factory Act and Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.
- 17. The Contractor shall deploy local persons in all works.
- 18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Factory Act and Rules
- 20. **LABOUR CLEARANCE ADVICE(LCA) / LABOUR CLEARANCE CERTIFICATE (LCC)**

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 the GCC 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

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to the contractor or not shall be taken by the Head of Indenting Department and the work order will be issued accordingly.

21. SPECIAL CONDITIONS:

PERFORMANCE SECURITY DEPOSIT .:

1. Successful bidder shall be required to furnish an amount equivalent to **3%** of the estimated contract value as Performance Security Deposit within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed herewith) issued by a Nationalized Bank, and shall remain valid for **3 (Three) more months** beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.
2. The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.
3. The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
4. The Performance Security will not accrue any interest.

NOTE :

A Bank Guarantee in the prescribed format vides **Annexure-B** or in another form acceptable to the Company issued by any of the following Banks.:

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

OR

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

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

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

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

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address

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– Axis Bank Ltd, Guwahati Branch, chibber House , G S Road, dispur, Assam , PIN-781005.”

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

- 5 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.
- 6 ~~— In addition to Performance Security Deposit, a retention money equivalent to 5% of each running account bill shall be deducted till final completion of the work.~~
- 7 The performance security as specified above must be valid for 3 months (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 8 Failure of the successful Bidder shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.
- 9 The amount of retention money shall be released after expiry of Contractor’s performance obligation under this contract.
- 10 The work shall have to be started within 7 Days from the date of issue of work order.
- 11 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 12 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- 13 Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

22. **ARBITRATION:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

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Place of Arbitration: GUWAHTI, PHO.

23. **FORCE MAJUERE:**

23.1 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 word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

23.3 Should `force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the `force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such `force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

24. **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.

25. 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.

26. **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)."

27. **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

28. **LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES**

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29. In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value .

30 PAYMENT TERMS:

28.1 The company shall make payment, subject to adjustment/deduction of TDS as necessary for the service, rendered as and when required, on the basis of rates finalized by OIL and as mentioned in SOQ of this service agreement, provided bills which are to be submitted by the service provider are received not later that end day of subsequent calendar month.

31 TERMINATION:

31.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or extension, if any, thereof.

31.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 22.0 above.

31.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor’s rights and privileges hereunder, shall stand terminated forthwith.

31.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

31.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor’s rights and / or obligations under the Contract and/or the Contractor’s rights, title and interest to the equipment/material, are transferred or assigned without the Company’s consent, the Company may at its absolute discretion, terminate the Contract.

31.6 If at any time during the term of the Contract, breakdown of Contractor’s equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without

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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.

31.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

31.8 **CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

29.8.1 Upon termination of the Contract, Contractor shall return to Company all of Company’s items, which are at the time in Contractor’s possession.

29.8.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

32.0 GOODS AND SERVICES TAX

32.1 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.**

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

32.3 “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.

32.4 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

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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.

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

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

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

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

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

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

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

32.7 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.

32.8 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.

32.9 **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**.

32.10 **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.**

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- 32.11** 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.
- 32.12** 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.
- 32.13** 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.
- 32.14** 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.
- 32.15** **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & mine) is not lost to the OIL on account of any error on the part of the contractor.**
- 32.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 32.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 32.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd
- 32.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 32.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider)

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shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

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

Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. **The base date for the purpose of applying statutory variation shall be the Bid Opening Date.**

32.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

32.22 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

32.23 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

32.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leiyable 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.

32.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars :

- a) Name, address and GSTIN of the supplier;

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

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

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above

SIGNED & DELIVERED FOR AND ON BEHALF OF CONTRACTOR

(Signature of Contractor or his legal Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

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(Full Name of Signatory)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date : _____

Address:

(Signature of Acceptor)

Designation _____

PRICE BID FORMAT:	SECTION-II	PROFORMA-A						
						OIL INDIA LIMITED		
TENDER NO :GCO1088P23						(A Govt. of India Enterprise)		
Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months								
SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES								
SL.NO.	DESCRIPTION OF WORK	QTY	UNIT	RATE		TOTAL AMOUNT	SERVICE ACCOUNTING CODE (SAC)	SPECIFY % OF GST ON (C)
		(A)		(B)(Rs)		C=(AXB)(Rs)		(D)
				FIGURE	WORDS	FIGURE		
				E	S			

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CONTRACTOR

COMPANY

10	Services of Overhand Water Tank: Providing Services of Overhand Water Tank cleaning: Services of Overhend Water Tank cleaning from inside, including rust and dirt removal etc. at PS4 Sekoni Quarterly.	4.00	NO					
20	Overhead Crane Servicing etc: Overhead Crane (HOT & EOT) Servicing etc HOT & EOT Cleaning incruding scraping off oil dust, Greasing and cleaning of channels, crane wheels at Pump House, Generator House and Fire Pump house Once in a year	4.00	NO					
30	Fabrication Job(stainless steel) Mat ex: Fabrication Job(Stainless steel works) at PS4 Sekoni excluding supply of material 1) Repair of Strainers of Pigging basket Filter and Mainline basket filter	120.00	KG					

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CONTRACTOR

COMPANY

	2) Repair of Process Piping of Pump and CEG 3) Other Misc Stainless steel works							
40	Fabrication Job(stainless steel) Mat In: Fabrication Job(Stainless steel works) at PS4 Sekoni Including supply of material 1) Repair of Strainers of Pigging Filter and Mainline filter 2) Repair of Process Piping of Pump and CEG 3) Other Misc Stainless steel works	170.00	KG					
50	Providing the services of crane/Hydra: Providing the services of Crane/Hydra Providing crane / transport service for carrying scraps, Materials etc at PS-4 Sekoni, RS-3 Kaziranga & RS-4 Ghani	6.00	PSE					

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CONTRACTOR

COMPANY

60	Fabrication Job(mild steel) Mat In: Fabrication job (Mild Steel) including supply of Material Fabrication of a) Platform & Cross Overs b) Guard Rails c)Other Misc Mild steel Works, pipes etc	1200.00	KG					
70	Fabrication Job(mild steel) Mat ex: Fabrication job (Mild Steel) excluding supply of Material Fabrication of a) Platform & Cross Overs b) Guard Rails c)Other Misc Mild steel Works, welding of pipes.	850.00	KG					
80	Repair of Tube Well: Repair of Tubewell at PS4, RS3 & RS4	8.00	PSE					

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CONTRACTOR

COMPANY

	-		Total Price excluding GST					
			Total Price including GST					
Total Price excluding GST(In words) _____								
Total Price including GST(In words) _____								
Please note that :-								
Offers not furnished in the above format as per instruction given shall be summarily rejected.								
Special Notes:								

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CONTRACTOR

COMPANY

<p>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. However, GST rate (including cess) to be provided in the respective places in the Price Bid.</p>							

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CONTRACTOR

COMPANY

<p>2. 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. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document."</p>								
<p>3.Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p>								

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CONTRACTOR

COMPANY

<p>4. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder."</p>								
<p>5. Refer GST Clauses (Clause no. 32.0 of GCC).</p>								
<p>6. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.</p>								
<p>7. Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide Annexure-I (refer bid document) for compliance</p>								

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CONTRACTOR

COMPANY

<p>8. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,</p>								
<p>9. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this Form indicating only the Rate of Duty/ Tax (%) as per Column (D) along with his un-priced part.</p>								
<p>10. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.</p>								
<p>11. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.</p>								

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CONTRACTOR

COMPANY

<p>12. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.</p>								
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CONTRACTOR

COMPANY

13.Bidders are requested to sign & seal on their Price bid.								
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CONTRACTOR

COMPANY

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

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

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invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

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

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

When Input tax credit is NOT available for Set Off

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

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

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CONTRACTOR

COMPANY

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi,
Guwahati, Assam

SPECIAL TERMS AND CONDITIONS

SECTION-III

1. WORKMEN COMPENSATION INSURANCE

1.1 Insurance to be obtained for all the wokmen under Workmen Compensation Act 1923.The Contractor should obtain an Insurance policy in respect all the workmen engaged by him on the Company's job indemnifying his liability under the Workmens Compensation Act 1923 and its subsequent amendment. The contractor shall be permitted to commence the job only after he has obtained adequate insurance coverage under the said act by specifying exact nature of work and shall produce to Company upon request evidence of such insurance.

2. WORK PERMIT

Contractor or his authorised personnel has to take necessary work permit (hot, cold or work at height (as applicable)) for the Safety Officer / Engineer – in- charge of the installation.

2.1 WORKING AT HEIGHT

Any workmen required to work more than 2 mtrs above the ground level must have working at height permit and follow all the conditions of the permit. Always use safety belt properly when working overhead.

- a) Persons working overhead should use safety belts.
- b) Contractors are responsible for safeguarding their workmen on all overhead work and to ensure that ladders and scaffoldings are of suitable construction and properly erected.
- c) contractors must take precaution to safeguard persons on ground levels against objects falling from the work above.

3. SAFETY PERFORMANCE

- 3.1 General safety rules should be strictly adhered to while working inside the Industrial premises.
- 3.2 Personal Protective Equipment (PPE) to be provided to all labourers wherever applicable.

4. GATE PASS

4.1 Contractor shall have to arrange necessary entry pass as per requirement of CISF / Security Unit for security reason without any extra cost to OIL as and when required job basis.

5. The rates quoted by the Contractor shall include

- i. Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. thereon from time to time, including P.F, ESI and Bonus (as applicable).
- ii. PPE cost.
- iii. Medical Examination
- iv. Cost of tools & Instruments to be kept at site.
- v. Other charges / cost including overheads, profit, insurance and handling charge.
- vi. The material should be supplied by contractor wherever the service demands as per SOQ.

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CONTRACTOR

COMPANY

6. PAYMENT TO LABOURERS

- 1. Contractor has to ensure, as per as practicable, to pay their employees' / workers' wages through Bank Account of the respective employee / worker.
- 2. OIL will not be responsible for payment of the workers associated by the contractor.
- 3. This is contract is as and when required job basis. Hence, the supervisor should make measurement sheet according to that only.

7. PROVIDENT FUND

Contractor has to deposit Employee Provident Fund for each engaged worker as governed under Employees Provident Fund & Miscellaneous Provisions Act, 1952 & Employees State Insurance Act, 1948.

8. ESI

Contractor must comply with the ESI Act, 1948 (if applicable) and have make statutory ESI payment to ESIC in respect of every workman employed.

9. COMPLIANCE OF STATUTORY LAWS:

- a. The contractor shall comply with all the applicable provisions of the Factories act 1948 ,Factory rules Assam 1950 the Payment of Wages Act, 1936, Employees Provident Fund Act, 1952 and its relevant Scheme/Rules, Minimum Wages Act 1948, Payment of Bonus Act, 1965, Employers Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, The Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employees' State Insurance Act, 1948 and its Rules, Payment of Gratuity Act, 1972, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- b. The Contractor deploying workmen as contract labour shall have to obtain Labour Clearance as mandated by the Statutory rules.

10. MEDICAL EXAMINATION

Contractor has to carry out, at his own cost, medical examination of all the workers engaged for the job under the contract.

HSE POINTS TO BE INCORPORATED IN THE CONTRACT

- (i) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-subcontractors.
- (ii) Every person deployed by the contractor in a Factory must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the Factory use the proper PPE while at work.
- (iii) All the safety gears mentioned above are to be provided to the working personnel before

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CONTRACTOR

COMPANY

commencement of the work.

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

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

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

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

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

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

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

(xi) The contractor has to keep a register of the persons employed by him/her.

(xii) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

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

(xiv) Records of attendance, accident report etc. are to be maintained by the contractor (If applicable).

(xv) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

(xvi) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

(xviii)In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

(xix)When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

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

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CONTRACTOR

COMPANY

out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Factory owner a site specific code of practice in line.

1. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
2. 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.
3. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
4. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
5. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
6. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
7. To arrange daily tool box meeting and regular site safety meetings and maintain records.
8. Records of daily attendance, accident report etc. are to be maintained by the contractor(If applicable).
9. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
10. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
11. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner/ Factory manager.
12. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
13. 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.
14. The contractor should prevent the frequent change of his contractual employees as far as practicable.
15. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
16. 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.

GENERAL :

- a) Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.
- b) Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

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CONTRACTOR

COMPANY

- c) Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- d) Wherever it is mentioned in the specifications that the contactor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of rates (SOR) whether specifically stated or not.
- e) The design and workmanship of all materials to be used / supplied by the bidder shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The bidder shall absorb all cost because of the additional involvements thereon.

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CONTRACTOR

COMPANY

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipment (SCPME)

NIL

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CONTRACTOR

COMPANY

Section-IV

To

**GENERAL MANAGER (CONTRACTS), PHQ
Oil India Limited
GUWAHTI, PHQ**

SUB: SAFETY MEASURES(SEC-1V)

Tender No. GCO1088P23

Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months

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 authorised 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 Factory Act & Rules 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.

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CONTRACTOR

COMPANY

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

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR FOR & ON BEHALF OF

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CONTRACTOR

COMPANY

PROFORMA-B

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____(Total Bid Amount in words and figures) 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 within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

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

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

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

Dated this _____ day of _____2022_.

Signature

(In the capacity of)

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CONTRACTOR

COMPANY

DECLARATION FOR BID SECURITY

PROFORMA-C

To,

M/s. Oil India Limited

.....,

.....

Sub:

Tender No:.....

Dear Madam/Sir,

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

CONTRACTOR

COMPANY

PROFORMA-D

FORM OF PERFORMANCE BANK GUARANTEE (PROFORMA-D)

To:
M/s. OIL INDIA LIMITED,
(GENERAL MANAGER -CONTRACTS)
Guwahati, Assam, India, Pin – 781171

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

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

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

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

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

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CONTRACTOR

COMPANY

PROFORMA-E

FORMAT FOR UNDERTAKING

(IN TERMS OF TENDER NO. GCO1088P23)

**(On Non-Judicial Stamp Paper of Rs.
100/-) TO BE NOTARISED**

To
THE GENERAL MANAGER (CONTRACTS) PL
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
GCO1088P23**

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **GCO1088P23** for **“Providing services for various metal fabrication and other miscellaneous station operation related jobs at Pump Station 4 for a period of 01(One) Year extendable by another 6 (Six) Months.”**

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

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

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

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

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I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

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

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-

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PROFORMA -F**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Code & Registration No.:

UDIN:

Signature

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PROFORMA - G

To,
General Manager (F&A) PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

(A) BANK DETAILS

1. Bank A/c No. (Must Enclose Cancelled Cheque)
2. Account Type Saving Bank/ Current Account
3. Bank Branch
4. Bank Address
5. IFSC Code
6. MICR No.

(B) VENDOR DETAILS :

1. Vendor Code (See the vendor code given in the PO/Contract)
2. Name
3. PAN No. (Must enclosed self-attested photo copy of PAN Card)
4. Address with Mobile/Telephone No.
5. GST Regn. No.
6. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

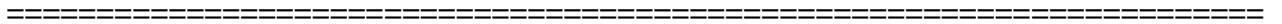
Date: _____ Authorised Signatory & Stamp

.....
...

Bank Certificate

We confirm that the details given above are correct as per our records.

Date: _____
Place: _____ Signature, Code & Stamp of Authorised Bank Official



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PROFORMA - H

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

To,
General Manager (Contracts)-PL
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Subject: Undertaking of Authenticity of Information/documents submitted

Refer : Tender No.....Dated.....

Sir/Madam

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 other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No:

Place:

Date:

(Affix seal of the Organization here, if applicable)

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PROFORMA-I

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder’s offer must specifically include the following statement:

- (a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

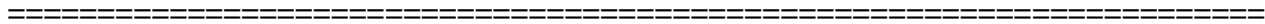
SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:



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PROFORMA - J

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

This AGREEMENT is made on the day of

BETWEEN

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

AND

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

WHEREAS

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

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

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

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

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

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- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
 - (b) The Bid submitted by the Contractor in response to the Tender enquiry,
 - (c) The contractors letter dated (after price negotiation) if any .
 - (d) The Company’s Notification of Award vide Letter of Award No. _____ dated _____.
 - (e) Section-I, II, III & IV hereto.
 - (f) Annexure –I hereto
- iii) The rates payable for the job will be as indicated in **Part-III**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

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

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

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IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

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PROFORMA-K

PROFORMA LETTER OF AUTHORITY

To
General Manager (Contracts)P/L
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No:** _____

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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. If signed by a consortium, it shall be signed by members of the consortium.

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PROFORMA – L

FORMAT FOR COURT AFFIDAVIT (NOT APPLICABLE FOR THIS TENDER)

In the Court of the Magistrate at..... Date.....

I, Sri/Smt _____ S/o/D/o/W/o _____

Sri/Late _____ by religion _____ aged _____ years, by
occupation _____ resident of _____

P.S. _____ Dist _____ State _____ to hereby solemnly
affirm and declare an oath as follows:-

- 01. That the deponent is permanently residing at the above address with the family members.
- 02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
- 03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....
dated
- 04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
- 05. That the deponent is sole proprietor of M/s _____ of _____ (if applicable) participating in the **Tender Notice No _____ dated _____.**
- 06. That the deponent has own Bank account No _____ at _____ Branch

That the deponent desires to submit a bid for **“Providing services for Fabrication/ repair of Engines, Pumps and auxillary equipment’s under Mechanical maintenance PS-8 Sonapur base for a period of Two (2) years and extendable by another One (1) Year. ”**

- 07. That the deponent’s communication address is not the same with any OIL’s quarters/settlement area/premises etc.
- 08. That the deponent will abide by the rules and conditions of the said contract basis of **Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, District-Kamrup, Assam.**

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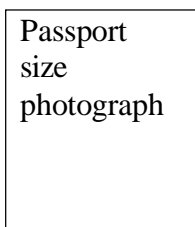
COMPANY

09. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of Transport Service contracts and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti _____ sign as _____



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by Sri _____ Advocate _____ on _____.

NOTARY

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CHECKLIST**DATE:****TENDER NO: GCO1088P23****BIDDER VENDOR CODE:** **= SUBMITTED. = NOT SUBMITTED**

<i>DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</i>	<i>SUBMITTED / NOT SUBMITTED</i>	<i>Remarks</i>
Proforma - A : Price Bid Format		
Proforma - B : Bid Form		
Proforma - C: Bid Security Declaration format		
Proforma - E: Undertaking on Non Judicial Stamp Paper (To be notarised)		
Proforma- F: Certificate of annual turnover & net worth :		
Proforma- G:E-payment vide RTGS/NEFT		
Proforma- H: Authentic information/ documents		
Proforma- I : Statement of Compliance/Non-Compliance		
Proforma- K: Letter of Authority		
Documents for proof of requisite experience and relevant technical requirements		

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