



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: मुंबई/वाराणसी, भारत
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

**Materials Department
(Rajasthan Project)**
2A, Saraswati Nagar
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2721722
Fax : 0291-2727050
Email: mat_rp@oilindia.in

Date: 16.06.2015

Tender No. : JCC7522L16

To,

M/s.....
.....
.....

Document Srl no.:

Sub : Construction of VSP pit for NELP-VII Drilling Location RJCB(Gamnewala,40 KM approx from Ramgarh),RJBZ(14 KM from Ramgarh towards Gamnewala) and RJCA(30 KM from Ramgarh near SADHA minor from RD 190 SMGS)

Dear Sirs,

1.0 Oil India Limited (OIL), Rajasthan Project invites sealed bids for Hiring of Services for PVT sampling . For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- | | | |
|-------|--------------------------------|--|
| i) | OIL's Tender No | : JCC7522 L16 dated 16.06.2015 |
| iii) | Type of Bid | : Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : 14.07.2015 at 15.00hrs(IST) |
| v) | Bid Opening Dtae & Time | : 14.07.2015 at 15.15 hrs(IST) |
| vi) | Bid Opening Place | : Office of Chief Manager(M&C)
Oil India Limited,Jodhpur,Rajasthan |
| vii) | Place of Submission of Bid | : Oil India Limited,02-A,District Shopping
Centre,Saraswati Nagar,
Basni,Jodhpur-342005
Rajasthan(India) |
| viii) | Amount of Bid Security | : Rs 19,000.00(Non-interest bearing) |
| ix) | Amount of Performance Security | : 2.5% of the Estimated Total Contract Value |
| x) | Mobilization Time: | : 7 (Seven) days from issue of work order. |
| xi) | Duration of Contract | : 18(eighteen) months with a provision to extension
of 6(Six) months at the same rates, terms and
conditions. |
| xii) | Retention Money | : 7.5% will be deducted from the running bills of the
'Contractor which will be released after 6 (six)
'Months from the date of completion of the
'work after adjustment of loss, if any, to the
'ompany for any reason. |

xiii) Liquidated Damage : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.

2.0 Please refer to SECTION-I for General Terms & Conditions of the proposed Contract, SECTION-II for Schedule of rates / Rates for Payment & SECTION-III for BRC/BEC & Section-IV Special Terms & Conditions .

3.0 PREPARATION & SUBMISSION OF BIDS:

3.1 The bid should be prepared under **SINGLE STAGE COMPOSITE BID SYSTEM**. Bidders are to fill in the rates in SECTION-II (Schedule of rates / Rates for Payment) and sign all the pages of the bid (SECTION-I, II, & III) with official stamp as token of acceptance of the terms & conditions of the contract, in the event of award of contract on them.

3.2 The sealed envelopes/covers containing the bid should be addressed to EXECUTIVE DIRECTOR (RAJASTHAN PROJECT), **Attention: CHIEF MANAGER (M & C)**, OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE, SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA). The following details must be clearly marked on the left hand side top corner of the envelope/cover containing the bid -

- i) OIL's Tender No. :
- ii) Bid Closing Date :
- iii) Brief description of Service :
- iv) Bidder's name :

4.0 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box kept in Materials Department of Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005. Alternatively, they may send the same through registered post/courier also. However, Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the bids due to any reason.

5.0 BID SECURITY :

5.1 The Bid must be accompanied with Bid Security for an amount of Rs 19,000.00 in the form of **DD or FDR or Bank Guarantee** as per **Annexure-I** from any nationalized scheduled Indian Bank and on non – judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker, valid for 150 days from the date of Bid Closing and enforceable at Jodhpur. The Bid Security shall not accrue any interest during its period of validity or extended validity. The Bid Security shall be returned to all the unsuccessful bidders after finalization of the Tender. However, the Bid Security of the successful bidder will be returned after submission of Performance Security as per Clause 4.0 of SECTION-I.

5.2 The Bid Security will be forfeited:

- a) If any bidder withdraws his bid during the period of bid validity (including any subsequent extension) specified by the bidder on the bid document, or

- b) if the successful bidder -
 - i) fails to sign the contract within reasonable time and within the period of bid validity, and/or,
 - ii) fails to furnish Performance Security.
- 5.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 5.4 Any Bid received without Bid Security will be rejected outright without any further reference.

NOTE: Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

6.0 DEADLINES FOR SUBMISSION OF BIDS:

- 6.1 Bids must be received by the Company at the address specified in para 3.0 above not later than Bid Closing time and date mentioned in the Forwarding Letter.

7.0 LATE BIDS :

- 7.1 Any Bid received after the deadline for submission of bids prescribed by the Company shall be out-rightly rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of bids by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidder after the Bid Closing date regarding the status of the bid.

8.0 BID OPENING AND EVALUATION :

- 8.1 The Bids will be opened on the date and time mentioned under para 1.0 above in presence of duly authorized representatives of the bidders. However, the bidder's representative must produce an authorization letter from the bidder at the time of opening of bids. Unless the authorization letter is presented, the representative will not be allowed to attend the opening of bids. Only one representative against each bid will be allowed to attend.

9.0 VALIDITY OF BIDS :

- 9.1 Bids should be valid for acceptance for a **minimum period of 120 days from the Bid Closing date**. Bids without this minimum validity period will be summarily rejected.

10.0 OTHER CONDITIONS:

- 10.1 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.
- 10.2 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. Oil India Limited's decision in this regard shall be final.
- 10.3 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected

accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

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

11.0 SET OFF CLAUSE :

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

**(P.C.MAZUMDAR)
CHIEF MANAGER(M&C)
FOR EXECUTIVE DIRECTOR (RP)**

SECTION - I

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

In the contract, the following terms shall be interpreted as indicated below:

- (a) “Contract” means the terms and conditions contained herein and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- (b) “Contractor” means the individual or firm or body incorporated, performing the work under this contract and its executors, successors, administrators and assignees.
- (c) “Company” means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- (d) The “Work” means each and every activity required for the successful performance of the services described under this contract.
- (e) “Operating Area” means those areas on-shore in India in which Company or its affiliated Companies may from time to time be entitled to execute such services/operations.
- (f) “Site” means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- (g) “Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- (h) “Company's Items” means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- (i) “Contractor's Items” means the equipment, materials and services, which are to be provided by Contractor/Company at the expense of the Contractor.
- (j) “Contractor's personnel” means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- (k) “Company Representative” means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- (l) “Gross Negligence” as used in this contract shall mean “willful and wanton disregard for harmful, avoidable and foreseeable consequence”.

2.0 AWARD OF CONTRACT

2.1 AWARD CRITERIA:

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

3.0 NOTIFICATION OF AWARD:

3.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

3.2 The notification of award will constitute formation of the Contract.

4.0 PERFORMANCE SECURITY :

4.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Annexure -II) or in any other form acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

4.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly. The Performance Security will not accrue any interest during its period of validity or extended validity.

4.3 Failure of the successful bidder to comply with the requirements of para 4.1 or 4.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security.

INVOCATION OF PERFORMANCE BANK GUARANTEE

4.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company

shall have an unconditional option under the guarantee to invoke the Performance Security and claim the amount from Bank.

- 4.5 Company will have the right to invoke the Performance Security in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

5.0 SIGNING OF CONTRACT:

- 5.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

- 5.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

- 6.0 **Work Completion Time:** The Contractor must commence the work within seven days of issue of Work Order and complete in eighteen(18) months with a provision for extension of another six(06) months at the same rates,terms &Conditions. Delay in mobilisation of required resources will call for imposition of Liquidated Damages.

- 7.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of eighteen (18) months from the date of date of Issue of work order or till the completion of work, whichever is later.

- 8.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Price Schedule Format/Schedule of Work, Section -II hereof.

- 9.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent), per week or part thereof, for delay in contract mobilization/ completion date subject to a maximum 7.1/2% (seven & half percent) of the total contract value will be deducted from the Contractor's bill.

10.0 GENERAL OBLIGATIONS OF CONTRACTOR:

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

- 10.1 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 10.2 Contractor shall arrange for transportation of their equipment / tools / spares / consumables from Contractor's yard up to the designated well site of OIL in western Rajasthan and take back the same after job completion at their own expenses.
- 10.3 Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares to avoid interruption/suspension of operations in between.

- 10.4 Contractor shall furnish to Company the details of all equipment, duration of deployment of each equipment, spares and consumable etc. which they are offering for execution of this contract. These details shall include year of manufacture, date of purchase, name of manufacturer/supplier, make, model, serial number, specifications, country of origin, duration of deployment etc.
- 10.5 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 10.6 Contractor shall arrange all entry permits, inner line permits etc. wherever required, in respect of its staff deployed under the contract. Company shall, however, issue necessary letters only to Contractor for the same. Normally Contractor will request for issue of such letters at least seven working days in advance.
- 10.7 Contractor shall arrange food accommodation and medical facilities as required for their personnel at well site during the job execution at their cost. OIL will only provide leveled empty area for Contractor to establish temporary camp near the well site, if asked for.
- 10.8 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 10.9 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.
- 11.0 GENERAL OBLIGATIONS OF THE COMPANY:
- Company shall, in accordance with and subject to the terms and conditions of the contract:
- 11.1 Pay Contractor in accordance with terms and conditions of the contract.
- 11.2 Allow Contractor and their personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 11.3 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all possible assistance and necessary help to the Contractor. The Contractor will give Company seven clear working days for arranging such documents/certificates, provided all the documents submitted by the Contractor are in order.
- 11.4 Company shall organize all possible help from local government/administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 11.5 Perform all other obligations of the Company required by the terms of the contract.

12.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR :

- 12.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently in consistence with contractual provisions.
- 12.2 The Contractor should ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 12.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from their base up to Company's drilling locations, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 12.4 Contractor will be solely responsible for food, accommodation and medical facilities etc. at well site during operation.

13.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 13.1 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 13.2 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

14.0 TAXES, DUTIES AND LEVIES:

- 14.1 The prices/rates to be quoted by the bidders must be inclusive Personal tax, Corporate tax, Service tax, Entry tax, Sales tax / Excise duty and VAT on local purchases made by the Contractor as per tariff / rates applicable on the date of submission of bid. The Contractor however should indicate in their offer the quantum rate of tax and other statutory levies included in their quoted rate. Only R&D Cess, if applicable, shall be borne by the Company. However, maintenance of proper records, submission of returns and all other statutory obligations under such tax laws will be entirely the responsibility of the Contractor.
- 14.2 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

15.0 SUBSEQUENTLY ENACTED LAWS :

Subsequent to the date of bid opening if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost under the Contract to Contractor, such additional cost shall be reimbursed by Company to Contractor on

submission of documentary evidence that the Contractor has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by the Contractor to Company as the case may be.

16.0 INSURANCE :

The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

17.0 CHANGES:

17.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change order) by the Company.

17.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section -III). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 17.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

18.0 FORCE MAJEURE :

18.1 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.

18.2 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.

19.0 TERMINATION :

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

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

19.2 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 Article 18.0.

19.3 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.

19.4 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,

19.5 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.

19.6 CONSEQUENCES OF TERMINATION :

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period 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.

19.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days (not including Force majeure delay or breakdown of Contractor's equipment caused by a well blow-out or the consequences thereof) Company, at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

19.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 16.1 to 16.7 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, personnel charges and other charges as per the Contract up to the date of termination.

19.10 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.

20.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Jodhpur, Rajasthan or New Delhi. The award made in pursuance thereof shall be binding on the parties.

21.0 NOTICES:

21.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR
BASNI,
JODHPUR-342005, RAJASTHAN
Fax No. 0291- 2727050
Email – mat_rp@oilindia.in

CONTRACTOR

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22.0 SUBCONTRACTING:

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

23.0 MISCELLANEOUS PROVISIONS:

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

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

23.2 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials,

rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

- 23.3 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

24.0 PAYMENT PROCEDURE:

Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.

- 25.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.

- 26.0 **Procedures for obtaining Labour License under Contract Labour (RBA) Act 1970 & Central Rules 1971 is as per Appendix-B .**

(END OF SECTION – I)

SECTION - II

SCHEDULE OF RATES / RATES FOR PAYMENT

1.0 Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

	Description	Unit	Qty.	Rate (Rs.)	Total (Rs.)
1	Earth work in excavation in foundation trenches or drains including dressing of sides and ramming of bottoms, lift up to 1.5 Mtr. including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed within a lead of 50 meter. All kinds of soil.	M3	750		
2	Add extra over for additional lift of 1.5 Mtr to 3.0 m. : In all kind of soils.	M3	570		
3	Add extra over for additional lift of 1.5 Mtr to 3.0 m. : In all kind of soils.	M3	375		
4	Add extra over for additional lift of 4.5 Mtr to 6.0 m. : In all kind of soils.	M3	210		
5	"Supply of Unskilled labour :-The rates to be inclusive of all tools & plants like powra, basket, pickaxes, togaries etc. per day means actual working day of 08-10 hrs."	MD	75		
6	Supplying , filling and stitching of empty cement bags either of plastic or jute with earth available at site, of weight not less than 40 Kg., including excavation etc complete	BAG	4500		
7	Providing and fixing steel liner made of 5mm thk MS plate , fitted with angles and pipes or other with holdfast and fittings complete as per design and drawing including cutting welding and fabrication with priming coat of red oxide.	KG	6000		
8	Dismantling steel work in built up sections in angles, plate pipes and channels etc. upto 6m depth including dismembering and stacking, excavation and refilling trenches and stacking within 50 meters lead	QTL	162		
9	Transportation of material (Inter Location) up 20-50 KM including loading and unloading.	MT	16.50		
10	Transportation of material (Inter Location) Beyond 50 KM up to 100 KM including loading and unloading.	MT	16.50		
11	Supply welding set including fuel, electrode & operator for a day of 08 hrs.	PD8	21		
	TOTAL				

Notes :

- 1) The quantities indicated above are estimated figures. Payment will be made for the actual work done/materials supplied.
- 2) Contract will be awarded on the basis of the overall lowest evaluated cost.
- 3) Rates/Amounts quoted above should be inclusive of all State Govt./Central Govt. taxes, including service tax, royalty, sales tax etc

(END OF SECTION –II)

SECTION - III

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

A.BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Notwithstanding the general conformity to the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

The bidder must meet the following criteria:

1.1 The bidder should have Average Annual Turnover of at least Rs 2.86 Lakhs /- for the last 3 (three) financial years ending 31st March, 2015. The party should submit Audited annual report or Profit & Loss statement certified by Chartered Accountant for the above.

1.2 Bidder's experience of having successfully completed similar works during last seven years (ending last day of the month previous to the month of bid closing date) should be either of the following.

a) 3(Three) numbers of similar contracts not less than Rs. **3.81 lakh.**

OR

(b) 2(Two) numbers of similar contracts not less than Rs. **4.77 lakh**

OR

(c) 1(one) number of similar contract not less than Rs **7.63 lakh.**

Similar Job/works mean civil/ structural works either in private sector limited company, Public Sector, State Government or Central Government. The party should furnish necessary documents in the form of experience certificate from the organization as mentioned above or a copy of contract/work order along with proof of payment against the said contract.

2.0 COMMERCIAL:

2.1 Bids are to be submitted in duplicate under single stage composite bid system i.e., Technical as well as Commercial details together in single offer.

2.2 Bid security shall be furnished as part of the Offer/ Bid. The amount of bid security should be as specified in the "Forwarding Letter". Any bid not accompanied by a proper bid security will be rejected, except those are exempted.

2.3 Bids received after the scheduled bid closing date and time will be rejected outright.

2.4 The Bid documents are not transferable. Bids submitted by parties who have not purchased the Tender Document will be rejected.

2.5 Any bid received in the form of Fax/E-Mail will not be accepted.

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

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

2.8 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "SECTION-II (Schedule of rates & payment terms) of bidding documents; otherwise the bid will be summarily rejected.

2.10 Bidder must accept and comply with the following clauses as given in the Bidding Document in to, failing which offer will be rejected-

- a) Performance Bank Guarantee clause.
- b) Force Majeure clause
- c) Tax liabilities clause
- d) Arbitration clause
- e) All Applicable/Statutory Law
- f) Liquidated Damage clause

3.0 **GENERAL:**

3.1 In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the company will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BRC.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per Schedule of rates & payment terms vide SECTION-II to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

- 1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

(END OF SECTION - III)

SECTION – IV

1.0 SPECIAL TERMS & CONDITIONS

- 1) The Contractor had to prepare VSP pit at drilling site as per the enclosed Drawing/Diagram.
- 2) The exact place of the pit in the drilling site will be intimated during Drilling of the Location.
- 3) The contractor had to mobilised his tools and materials within 7 days to the drilling site from the date of issue of order for construction of VSP pit for the Drilling location mentioned.
- 4)Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost.

2.0 PIT DESIGN

The Pit should be 4m x 4m on top and 3.5m x 3.5m on bottom. The minimum depth of the pit should be 5 m.

Sandbags will be used to support the sides of the pit.

The Steel liners must be reinforced with steel pipes vertically on the four corners, horizontally and at bottom.

3.0 LOCATION OF WORKS: Jaisalmer District (near Ramgarh).

(END OF SECTION-IV)

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)for the provision of Labour Contract (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of, 2015.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand, without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date, 150 days after the closing date for submission of bids as stated in the tender document or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the bank not later than the above date.

DATE:

SIGNATURE OF THE BANK:

WITNESS:

SEAL:

(Signature, Name and Address)

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- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

XXXXXXXXXXXXXXXXXXXXXXX

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company)
 (Address of Company)

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated 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 by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....
 Name of Bank :.....
 Address :.....
 :.....
 :.....
 :.....
 :.....
 :.....
 :.....
 Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.
- 2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 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 the Company's Installation Manager/Safety Officer/Engineer/ Official/Supervisor/Junior Engineer for safe operation.
- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

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

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

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

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.