

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services.

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|--|--|
| IFB No. | CDI 3028P14 |
| Service Requirement | Provision of mechanized di-sludging of septic tank, manholes etc. by engaging cesspool emptier in housing, offices and operational areas of Moran Oil field, Moran for a period of 4 (four) years(extendable by another one year if required). |
| Cost of Bid Document & Bid Security | ₹ 2000.00 and ₹ 25.300.00 |
| Period of Sale of Bid Document/Issue of User ID & Password | 28.03.2014 TO 29.04.2014(15:30Hrs) |
| Bid Closing / Opening Date & Time | 06.05.2014 (11:00 hrs / 14:00 hrs) |
| Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan , along with the application(s) on applicants letter pad for request of USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 . | |
| On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided. | |
| PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender. | |
| The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com . The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com | |

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under SINGLE STAGE Composite BID System through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Provision of mechanized di-sludging of septic tank, manholes etc. by engaging cesspool emptier (sludge tanker - liquid waste disposer) in housing, offices and operational areas of Moran Oil field, Oil India limited, Moran for a period of 4 (four) years (extendable by another one year if required).

IFB NO: CDI3028P14

Type of IFB : Single Stage-Composite System

LOCATION: Moran-Assam and other oilfield Installations under Moran Oil Field

CONTRACT PERIOD: Four (04) Years

BID CLOSING/ OPENING DATE & TIME: **06.05.2014 (11:00HRS/14:00 HRS)**

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT: **₹ 25,300.00(TwentyFive Thousand Three Hundred Only)**

AMOUNT OF PERFORMANCE SECURITY: **7.5% of One Year Contract Value**

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee
No._____ dated_____ of_____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time(12:45Hrs) otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ 7.5 of the one year contract price and this will not earn any interest.

2.0 **SEALED ENVELOPES** containing the Bid Security shall be marked with the above Tender Number and description of work and submitted in the office of :

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and payable at DULIAJAN. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

2.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

3.0 **The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.**

The bid and all uploaded documents must be Digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

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

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

4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company .

(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.

6.0 The Bid must be valid for 180 (One hundred & Eighty)days from the date of opening of the bid.

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

~~8.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.~~

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

a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

b. In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

d. In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

e. In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

f. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

g. In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

10.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

11.0 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.

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

13.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

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

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

16.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

17.0 **The tender will be governed by:**

Covering Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Proforma and Annexures

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on

Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope superscribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

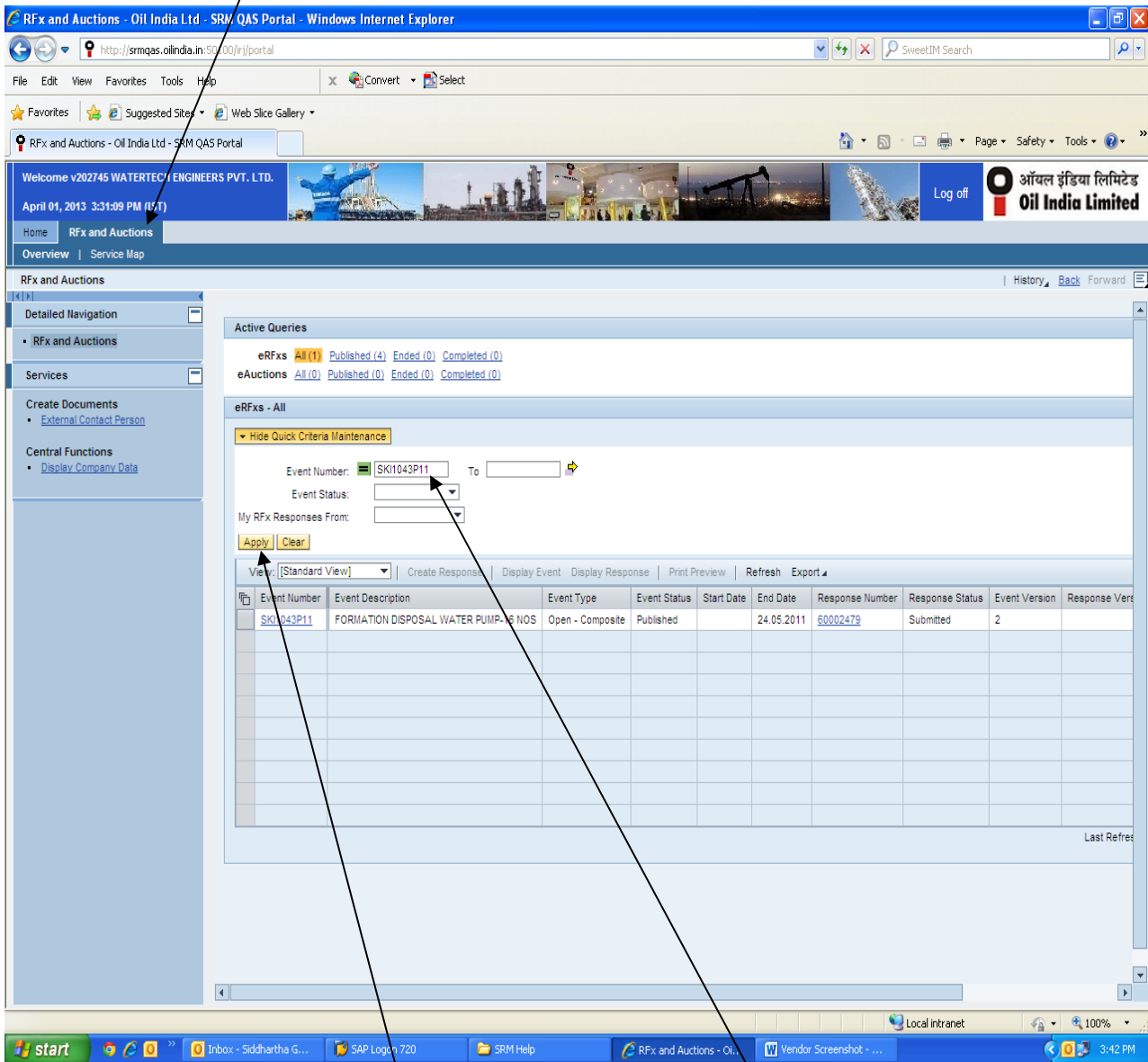
19.0 The tender is invited under SINGLE STAGE COMPOSITE BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab.

A few screen shots to find out the required IFB is shown below.

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

FORWARDING LETTER#

#

CDI 3028P14

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the next page.

The screenshot displays the 'Display RFX' page in a web browser. The page title is 'RFX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area shows RFX details for 'SDG7155P13'. Key information includes: RFX Name: 'Old RFX Open Composite Bid 180T', RFX Status: 'Published', RFX Start Date: '12.04.2013 11:00:00 INDIA', Submission Deadline: '12.04.2013 11:00:00 INDIA', and Remaining Time: '10 Days 19:25:10'. The RFX Owner is 'Mr. Arup Sharma' and the RFX Version Number is '2'. Below this, there are tabs for 'RFX Information', 'Items', and 'Notes and Attachments'. The 'RFX Parameters' section contains various fields for submission and payment details, such as 'Submission Deadline', 'Opening Date', 'Currency', 'Price Bid Opening Date', 'Pre-Bid Conference Time', 'Last Time of Tender Fee Payment', 'Last Date of Tender Fee Payment', 'Last Time to receive PBC queries', 'Last Date to receive PBC queries', 'Contact Details', 'Earnest Money Deposit - USD', and 'Earnest Money Deposit - INR'. The 'Partners and Delivery Information' section includes a table with columns for Function, Number, Name, and Phone Number. The table lists 'Requester' and 'Goods Recipient' as 'Ext req transfer user SERVICE_R3', 'Ship-To Address' as 'Assam- Services' (Phone Number: 2800414), and 'Location' as 'Assam- Services' (Phone Number: 2800414). The Windows taskbar at the bottom shows the start button, several open applications, and the system clock at 3:46 PM.

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Price Bid Format
- i) BRC/BEC
- j) (**Proforma & Annexures**).

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

3.0 TRANSFERABILITY OF BID DOCUMENTS :

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

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal .

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

7.3 Since the tender is invited under **SINGLE STAGE COMPOSITE SYSTEM**, Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

| Question | Reply | Comment |
|--|---|---------|
| exclusive Test: | <input checked="" type="radio"/> Yes <input type="radio"/> No | yes |
| HAVE YOU SUBMITTED THE ORIGINAL BID BOND: | <input checked="" type="radio"/> Yes <input type="radio"/> No | yes |
| INDICATED IAC IS INCLUDED IN THE FOB PRICE: | <input checked="" type="radio"/> Yes <input type="radio"/> No | yes |
| FIRM OCEAN FREIGHT: * <input checked="" type="radio"/> Yes <input type="radio"/> No | | test |
| HAVE YOU MENTIONED THE IPI CHARGE: * <input type="radio"/> Yes <input checked="" type="radio"/> No | | test |
| HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input checked="" type="radio"/> No | | test |
| HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH: | <input checked="" type="radio"/> Yes <input type="radio"/> No | yes |
| HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000 | | test |
| HAVE YOU SUBMITTED THE SAMPLE: | <input type="radio"/> Yes <input checked="" type="radio"/> No | no |
| HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input checked="" type="radio"/> Yes <input type="radio"/> No | | |

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here

Display Rfx Response:

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

Rfx Response Number 60006427 Rfx Number [redacted] Status Saved Submission Deadline 28.03.2013 11:00:00 INDIA
Opening Date 07.03.2013 14:00:00 INDIA Remaining Time 2 Days 01:41:02 Rfx Owner [redacted] Total Value 0.00 INR
Rfx Response Version Number Active Version Rfx Version Number 6

Rfx Information | Items | **Notes and Attachments** | Summary | Tracking

Notes

Add | Clear Filter Settings

| Assigned To | Category | Text Preview |
|-----------------|---|--------------|
| Document Header | Bid Invitation/Auction Text | [redacted] |
| [redacted] | Bid Invitation/Auction Text | [redacted] |
| [redacted] | Bid Invitation/Auction Text | [redacted] |
| [redacted] | Bid Invitation/Auction Text | [redacted] |
| [redacted] | Bid Invitation/Auction Text | [redacted] |
| [redacted] | Bid Invitation/Auction Text | [redacted] |

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile Filter Settings

| Assigned To | Category | Description | File Name | Version | Processor | Checked Out | Type | Size (KB) | Changed by | Changed on |
|-----------------|---------------------|-------------|-------------------------------------|---------|------------|--------------------------|------|-----------|------------|------------|
| Document Header | Standard Attachment | PRICE BID | PRICE BIDDING FORMAT [redacted].xls | 1 | [redacted] | <input type="checkbox"/> | xls | 32 | [redacted] | 03.03.2013 |

Collaboration Room

Created on

1

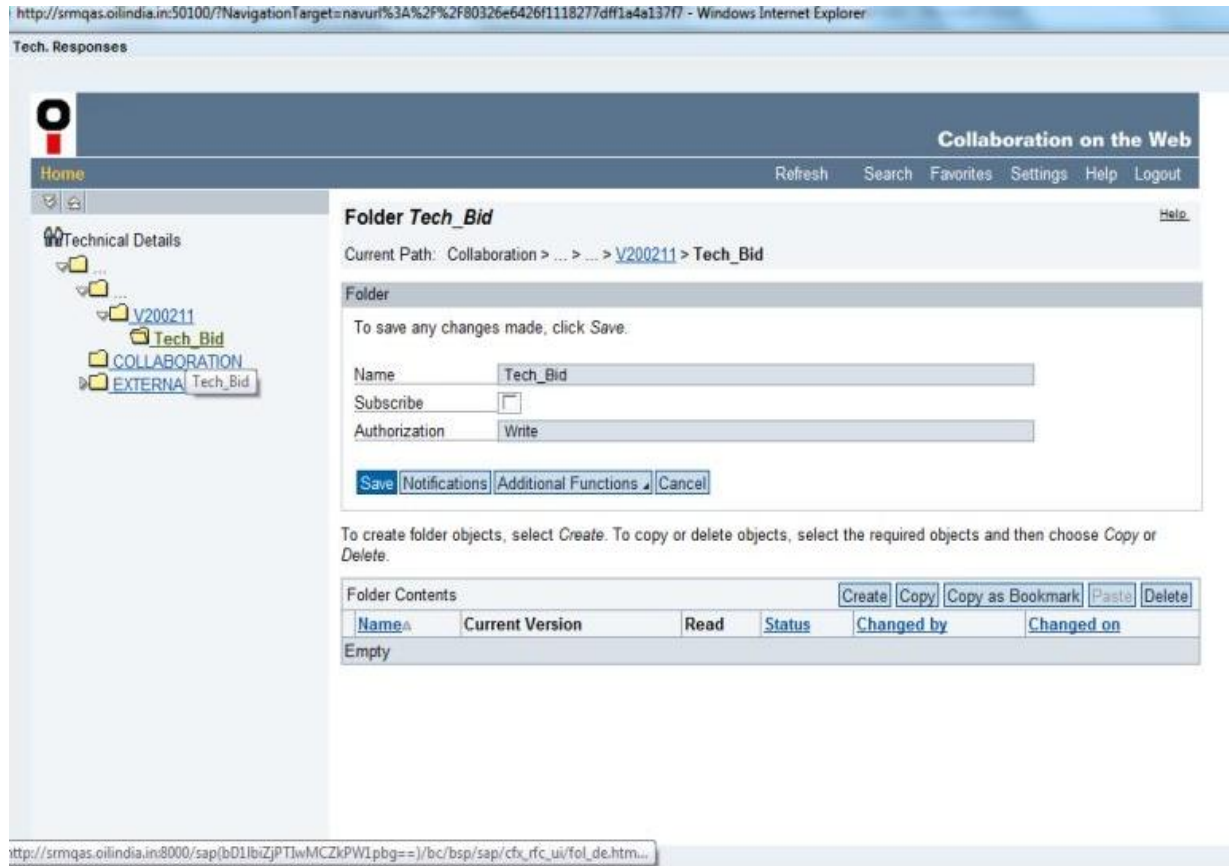
2

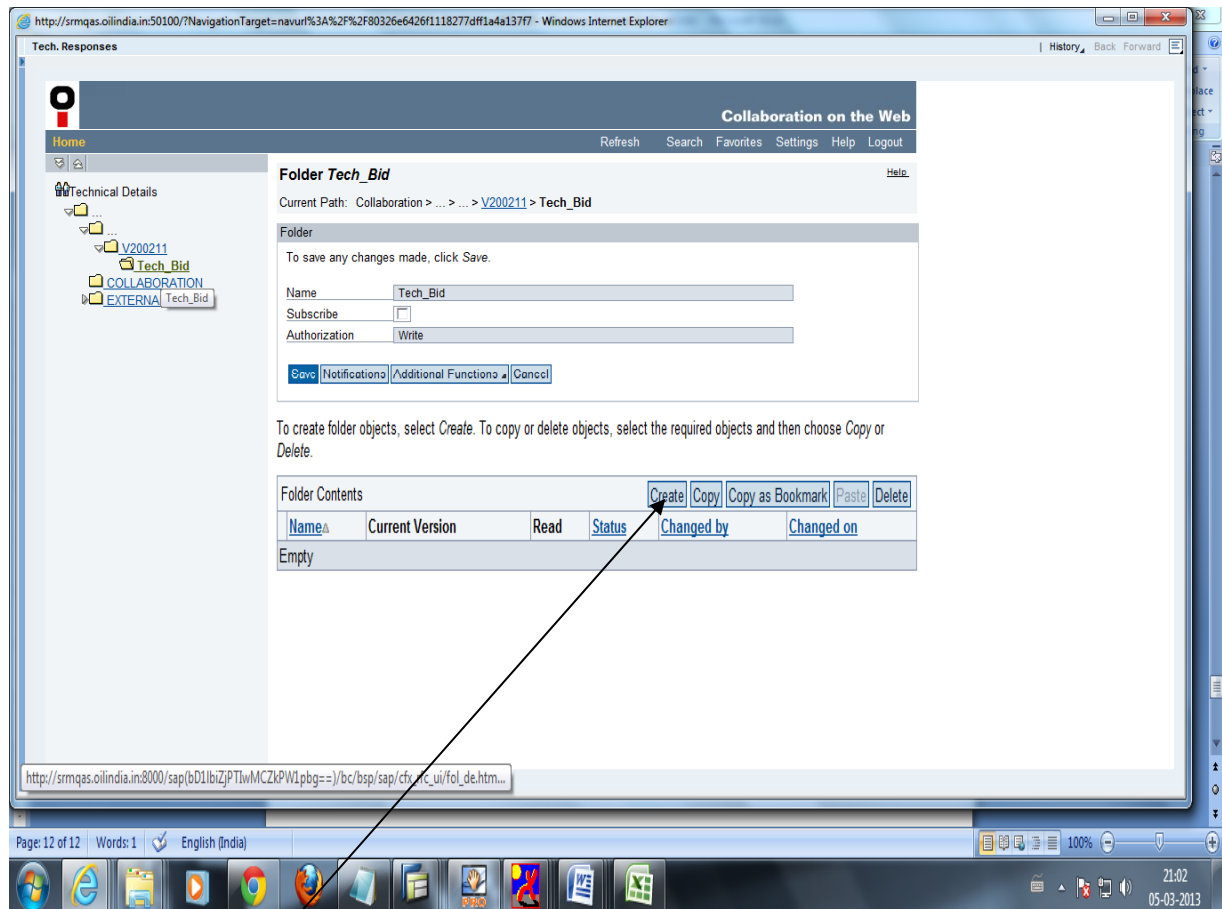
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button **Create** to create and upload new document.

7.4 Bidder 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 insofar as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the

response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

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

11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. But no such request would be entertained once the due date and for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE :

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing

/Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical Rfx** Tab Page only.

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid(i.e. document is deficient or missing), or due to some statement at other place of the Bid(i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for

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

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid

opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

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

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

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

21.0 NOTIFICATION OF AWARD:

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

22.0 SIGNING OF CONTRACT:

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

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

The following BRC / BEC will govern evaluation of bids received against this tender:

1.0 Bid rejection criteria (BRC): Bidder must meet the following criteria:

1.1 BIDDER MUST HAVE MINIMUM 3 YEARS EXPERIENCE IN CARRYING OUT SIMILAR TYPE OF JOBS ie, DISLUDGING SEPTIC TANKS, DRAINAGE ETC, BY ENGAGING VEHICLE MOUNTED CESSPOOL / CESSPIT EMPTIER MACHINE IN GOVT. ORGANISATIONS, PUBLIC SECTOR UNDERTAKING ETC. NECESSARY DOCUMENTARY EVIDENCE TO BE PROVIDED ALONG WITH THE APPLICATION. OTHERWISE THE OFFER WILL BE REJECTED.

OR,

BIDDERS HAVING MINIMUM 3 YEARS OF EXPERIENCE IN THE TRANSPORTATION OF OIL, ACIDS, LPG, NITROGEN, SALT SOLUTION, OIL BASED MATERIALS (OBM). NECESSARY DOCUMENTARY EVIDENCE TO BE PROVIDED ALONG WITH THE APPLICATION. OTHERWISE THE OFFER WILL BE REJECTED.

1.2 BIDDER SHOULD HAVE SUCCESSFULLY EXECUTED ABOVE SIMILAR WORKS OF VALUE :

A. SINGLE CONTRACT OF MINIMUM VALUE OF ₹ 20,21,200.00

OR

B. TWO CONTRACTS OF MINIMUM VALUE OF ₹ 12,63,600.00 EACH,

OR

C. THREE CONTRACTS OF MINIMUM VALUE OF ₹ 10,10,900.00 EACH

1.3 THE AVERAGE ANNUAL FINANCIAL TURNOVER DURING THE LAST 3 (THREE)YEARS ENDING 31ST MARCH, 2013, SHOULD BE ATLEAST ₹ 7,58,150.00

1.4 FOR PROOF OF ANNUAL TURNOVER(Attested/self attested) ANY ONE OF THE FOLLOWING DOCUMENT/PHOTOCOPY MUST BE SUBMITTED ALONG WITH THE BID:

A) A CERTIFICATE ISSUED BY A PRACTICING CHARTERED/ COST ACCOUNTANTS FIRM WITH MEMBERSHIP NO. AND FIRM REGISTRATION NO. CERTIFYING THE ANNUAL TURNOVER AND NATURE OF BUSINESS.

OR

(B) COPY OF AUDITED PROFIT AND LOSS ACCOUNT FOR LAST 03(THREE YEARS) ENDING MARCH'2013.

e-TENDER NO. CDI 3028P14#####BEC/BRC#

1.5 FOR PROOF OF REQUISITE EXPERIENCE, ANY ONE OF THE FOLLOWING DOCUMENT / PHOTOCOPY(Attested/self - attested) MUST BE SUBMITTED ALONG WITH THE BID:

i) IN CASE OF OIL CONTRACTORS, COPY OF CERTIFICATE OF COMPLETION (COC) / CERTIFICATE OF PAYMENT (COP) OF JOBS SUCCESSFULLY COMPLETED, SHOWING GROSS VALUE OF JOBS DONE. IT MAY BE CLEARLY NOTED THAT SIMPLY MENTIONING/SUBMITTING OF OIL CCO NUMBER/CONTRACT AGREEMENT/WORK ORDER WILL NOT BE ACCEPTED.

ii) FOR OTHER BIDDERS, CONTRACT COMPLETION CERTIFICATE SHOULD CLEARLY SHOW THE FOLLOWING:

- GROSS VALUE OF THE JOB DONE.
CONTRACT NUMBER & DATE
- NATURE OF JOB DONE
- CONTRACT PERIOD.

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

1.6 THE VEHICLE MOUNTED WITH THE CESSPOOL EMPTIER (SLUDGE TANKER LIQUID WASTE DISPOSER) TO BE PROVIDED FOR THE SERVICES MUST BE OF MODEL EQUIVALANT TO EICHER 10.80/3515 MM WB CAB AND CHASSIS WITH PTO IN BS-II VERSION FITTED WITH CESSPOOL EMPTIER OF 3 KL CAPACITY. VALID DOCUMENTARY EVIDENCES FROM THE APPROPRIATE GOVERNMENT AUTHORITY, INSUPPORT OF OWNERSHIP, ROAD PERMITS, REGISTRATION, ROAD TAX, FITNESS COMPREHENSIVE INSURANCE, TANK CALIBRATION CERTIFICATE (3.0 KL CAPACITY) AND STAMPED DIP STICK FOR THE TANKER OFFERED BY THE BIDDER SHOULD BE PROVIDED ALONGWITH THE BID. OTHERWISE THE OFFERS WILL BE REJECTED.THE MANUFACTURING DATE OF THE CESSPOOL EMPTIER SHOULD NOT BE EARLIER THAN 01.01.2007.

1.7 THE BIDDER MUST CONFIRM IN THE BID THAT THEY WILL MAINTAIN A BASE OFFICE AT MORAN WITH A DOT OR MOBILE TELEPHONE IN THE EVENT OF AWARDDING CONTRACT TO THEM, OTHERWISE THE OFFER WILL BE REJECTED.

1.8 EARNEST MONEY DEPOSIT SHALL BE FURNISHED AS SPECIFIED IN THE TENDER DOCUMENT. A BID NOT ACCOMPANIED BY PROPER EARNEST MONEY DEPOSITE WILL BE REJECTED.

2.0 BID EVALUATION CRITERIA (BEC)

THE BID CONFORMING TO THE TERMS AND CONDITIONS STIPULATED IN THE BID DOCUMENTS AND CONSIDERED TO BE RESPONSIVE AFTER SUBJECTING TO THE BID REJECTION CRITERIA WILL BE CONSIDERED FOR

e-TENDER NO. CDI 3028P14#####BEC/BRC#

FURTHER EVALUATION AS PER THE BID EVALUATION CRITERIA GIVEN BELOW:

- TO ASCERTAIN THE INTER-SE-RANKING, THE COMPRISION OF THE RESPONSIVE BIDS WILL BE MADE ON THE BASIS OF TOTAL AMOUNT QUOTED FOR THE ITEMS OF PART II (I.E. SCHEDULE OF WORKS,UNITS AND QUANTITY)OF THE TENDER.

3.0 COMMERCIAL:

3.1 BIDS ARE INVITED UNDER SINGLE STAGE-COMPOSITE BID I.E TECHNO-COMMERCIAL AS WELL AS PRICE BID TOGETHER.

3.2 BIDDERS MUST OFFER FIRM RATES IN INDIAN RUPEES ONLY. RATES QUOTED BY THE SUCCESSFUL BIDDER MUST REMAIN FIRM DURING THE ENTIRE PERIOD OF EXECUTION OF THE CONTRACT AND NOT SUBJECT TO VARIATION ON ANY ACCOUNT WHATSOEVER. A BID SUBMITTED WITH AN ADJUSTABLE PRICE QUOTATION WILL BE TREATED AS NON-RESPONSIVE AND REJECTED.

3.3 BID SECURITY AS SPECIFIED SHALL BE FURNISHED ALONG WITH THE BID. ANY BID NOT ACCOMPANIED BY THE PROPER BID SECURITY WILL BE REJECTED, EXCEPT THOSE ARE EXEMPTED.

3.4 BIDS RECEIVED AFTER THE SCHEDULED BID CLOSING DATE AND TIME WILL BE REJECTED OUTRIGHT.

3.5 ANY BID RECEIVED IN THE FORM OF TELEX/CABLE/FAX/E-MAIL WILL NOT BE ACCEPTED.

3.6 BIDS MUST BE KEPT VALID FOR A MINIMUM PERIOD OF 180 DAYS FROM THE DATE OF SCHEDULED BID CLOSING. BIDS WITH INADEQUATE VALIDITY WILL BE REJECTED.

3.7 BIDDERS MUST QUOTE CLEARLY AND STRICTLY IN ACCORDANCE WITH THE PRICE BID FORMAT OF THE BIDDING DOCUMENT; OTHERWISE THE BID WILL BE SUMMARILY REJECTED. IF NO CHARGE IS INVOLVED FOR ANY OF THE ITEM, ZERO (0) SHOULD BE MENTIONED AGAINST SUCH PART OF WORK. HOWEVER, SUCH CHARGES SHALL CONSIDER BEING INCLUDED IN THE OVERALL QUOTED PRICE.

3.8 BIDDER MUST ACCEPT AND COMPLY WITH THE FOLLOWING CLAUSES AS GIVEN IN THE BIDDING DOCUMENT IN TOTO, FAILING WHICH OFFER WILL BE REJECTED-

- a. PERFORMANCE BANK GUARANTEE CLAUSE
- b. FORCE MAJEURE CLAUSE
- c. TAX LIABILITIES CLAUSE
- d. ARBITRATION CLAUSE
- e. APPLICABLE LAW
- f. LIQUIDATED DAMAGE CLAUSE

e-TENDER NO. CDI 3028P14#####BEC/BRC#

- 3.9 THE COMPANY ALSO RESERVES THE RIGHT TO CANCEL/WITHDRAW THE TENDER WITHOUT ASSIGNING ANY REASONS TO THE BIDDERS, FOR WHICH NO COMPENSATION SHALL BE PAID TO THE BIDDER. THE BIDDER MUST CONFIRM THEIR ACCEPTANCE TO THIS CLAUSE IN THEIR RESPECTIVE BIDS.
- 3.10 ORIGINAL BID SHALL BE DIGITALLY SIGNED AND UPLOADED BY THE BIDDER OR HIS AUTHORIZED REPRESENTATIVE, FAILING WHICH THE BID MAY BE REJECTED.

4.0 GENERAL

A. OIL WILL NOT BE RESPONSIBLE FOR DELAY, LOSS OR NON-RECEIPT OF APPLICATIONS (FOR BIDDING DOCUMENTS) SENT BY MAIL AND WILL NOT ENTERTAIN ANY CORRESPONDENCE IN THIS REGARD.

B. IN CASE BIDDER TAKES EXCEPTION TO ANY CLAUSE OF TENDER 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 THE 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.

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 BRC ALSO AND SUCH CLARIFICATION FULFILLING THE BRC CLAUSES MUST BE RECEIVED ON OR BEFORE STIPULATED DAYS FROM THE DATE OF CLARIFICATION SOUGHT BY THE COMPANY, FAILING WHICH THE BID WILL BE REJECTED.

D) IN CASE ANY OF THE CLAUSES IN THE BRC CONTRADICT WITH OTHER CLAUSES OF BID DOCUMENT ELSEWHERE, THAN THE CLAUSES IN THE BRC SHALL PREVAIL.

E) THE ORIGINALS OF SUCH DOCUMENTS [FURNISHED BY BIDDER(S)] SHALL HAVE TO BE PRODUCED BY BIDDER(S) TO OIL AS AND WHEN ASKED FOR.

F) **Bidders should provide attested/self attested copy of PF code Certificate(if available) or a declaration** (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder(Applicant). In case successful bidder doesn't have P.F. Code at the time of

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:-

Provision of mechanized di-sludging of septic tank, manholes etc. by engaging cesspool emptier (sludge tanker - liquid waste disposer) in housing, offices and operational areas of Moran Oil field, Oil India limited, Moran for a period of 4 (four) years (extendable by another one year if required).

GENERAL CONDITIONS OF CONTRACT(GCC)

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

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at _____.

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

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 up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

Contractor

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Company

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 up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax 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 208 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half 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 even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ` _____ (_____ only.) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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 licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the 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 89(a) and 89(b) in the Oil mines Regulations 1984. 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 Mines Act. (latest editions).

20. Special Conditions

a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

b) 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 applicable P.F. Contribution.

21. ARBITRATION:

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

23. 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.

24. 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.

25. 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)."

26.0 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.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 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 .

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Duliajan, Assam

Part-II Schedule of Work, Unit and Quantity

| Item No. | Description of Work | UOM | Quantity |
|----------|--|-----|----------|
| 10 | FIXED CHARGE FOR CESSPOOL EMPTIER | PVD | 1,176 |
| 20 | RUNNING CHARGE FOR CESSPOOL EMPTIER | PKV | 54,720 |
| 30 | OPERATION CHARGE FOR CESSPOOL EMPTIER | HR | 2,352 |
| 40 | OVER TIME *(FOR DRIVER) FOR CESSPOOL EMPTIER | HR | 2,352 |
| 50 | OVERTIME (FOR HELPERS) FOR CESSPOOL EMPTIER | HR | 4,704 |

Bidder must include all liabilities including statutory liabilities in their quoted rates except service tax.

A) Rates to be quoted excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

B) The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except in respect of the following: -

(i) Variation in the running charge will be effective provided fuel price changes +/- 5% over the tendered fuel price (₹ 58.22)/liter. The variation will be calculated at the rate of 0.25% for variation of ₹ 1.00/liter of fuel price.

C) The operating crew must consist of at least one driver, two helpers for the unit for entire contract. The normal duty hours shall be 08 Hrs. per day. Overtime at the finalized rate shall be paid to the driver and helper beyond normal duty of 08 Hrs. per day.

D) The Bidder(s) / Contractor(s) irrespective of their rates hereby undertake to pay monthly wages & overtime (if any) to his/ her/their crew/staff engaged under this contract for 08 hours duty everyday throughout the month as per provisions of MOS dated 24.01.2014 between MWU, Duliajan Trade & Transport Contractor Association

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN(ASSAM)**

Particular Specifications and Instructions

DESCRIPTION OF SERVICES

Provision of mechanized di-sludging of septic tank, manholes etc. by engaging cesspool emptier (sludge tanker - liquid waste disposer) in housing, offices and operational areas of Moran Oil field, Oil India limited, Moran for a period of 4 (four) years (extendable by another one year if required).

Scope of work:

Area to be covered under scope of work: In housing, offices and operational areas of Moran Oil field, Oil India Limited, Moran

- (i) The cesspool emptier (sludge tanker-liquid waste disposer) should have the provision of pneumatically operated by a pump driven by auxiliary power take off from the engine. The vehicle should have a tank mounted at the rear with a capacity of 3 kl.
- (ii) The cesspool emptier must have 6 tyres.
- (iii) The cesspool emptier must have self loading/ unloading provision, fitted with pipes with the capacity to draw materials from a distance of 150 ft. horizontally and from a depth of 20 ft. vertically.
- (iv) The machine must be incorporated with pneumatic agitator, which can break solid waste and must have a separate tank.
- (v) The filling time must be within 7 minutes to 8 minutes and de-sludging time 5 minutes.
- (vi) The night soil after filling shall be transported to a specified place for suitable discharge.
- (vii) The vehicle must have one driver, one operator and one helper for smooth running of the cesspool emptier.
- (viii) Provision for necessary fuels, lubricants, tools and repair service to carry out the work.

(ix) Contractor shall report to Sr. Medical Officer Moran or his authorized representative at 7.00 am on all working days.

(x) Total working days in 3 (three) years = 1176 days.

(XI) "LIQUIDATED DAMAGES" MEANS PRO-RATA FIXED CHARGE PER HOUR RATE PAYABLE BY THE TRANSPORT SUPPLIER IN CASE OF DEFAULT AS MENTIONED IN PARA (xxv) SUB CALUSE (B TO N) WHICH SHALL BE LEVIED FOR THE SHUT DOWN PERIOD ON THE BASIS OF 0.5 (ZERO POINT FIVE) TIMES THE RATE SUBJECT TO MAXIMUM OF 12 (TWELVE) HOURS IN A MONTH ARRIVED AT ON A CUMULATIVE BASIS IN CASE OF CONTINUING DEFAULT BEYOND 12(TWELVE)CUMULATIVE HOURS IN A MONTHS, IT WOULD BE TREATED, AS BREACH OF CONTRACT AND PENALTY AS PER CLAUSE NO. xvii WILL ONLY BE APPLICABLE .

(XII)"SPECIAL LIQUIDATED DAMAGES" MEANS THE AMOUNT PAYABLE BY THE TRANSPORT SUPPLIER IN CASE OF DEFAULT AS MENTIONED IN PARA XXV SUB CLAUSE (O) & (P)WHICH SHALL BE LEVIED AT THE RATE OF TWICE THE RO-RATA FIXED CHARGE PER DAY. SPECIAL L.D. SHALL BE LEVIED IRRESPECTIVE OF WHETHER SUCH DEFAULT RESULTED IN A SHUT DOWN FOR THE WHOLE DAY OR PART THEIROF.

(XIII) "LEAVE" MEANS ANNUAL LEAVE TO BE GRANTED TO THE CREW WHO IS EMPLOYEES OF THE TRANSPORT SUPPLIER AS PER THE STIPULATION OF THE MOTOR TRANSPORT WORKERS ACT, 1961 AS MAY BE INFORCE FROM TIME TO TIME.

(XIV) "MONTHLLY KILOMETERAGE STATEMENT CUM BILL" MEANS THE FORMAT SPECIFIED BY THE COMPANY.

(XV) "HELPER/MAZDOOR" MEANS AN UNSKILLED LABOURER EMPLOYED BY THE TRANSPORT SUPPLIER WHO MAY BE ENGAGED AS PER THE REQUIREMENTS OF THE COMPANY FROM TIME TO TIME ALONG WITH VEHICLE / EQUIPMENT, IN RESPECT OF WHOM PAYMENT SHALL BE MADE AS PER THE RATE OF Minimum Wages Act AS APPLICABLE TO Motor Transport Workers IN THE AREA OF OPERATIONS OF THE COMPANY AS MAY BE IN FORCE FROM TIME TO TIME IN FORCE UNDER THE MTV ACT FROM TIME TO TIME.

(XVI) "PRO-RATA FIXED CHARGE PER DAY" MEANS THE FIXED CHARGE PER MONTH DIVIDED BY 30 (THIRTY) DAYS.

(XVII) "PENALTY" MEANS THE AMOUNT PAYABLE BY THE TRANSPORT SUPPLIER IN THE EVENT OF BREACH OF CONTRACT AS STATED IN

CLAUSE XXV WHICH SHALL BE AT A RATE OF THE PRO-RATA FIXED CHARGE PER DAY. PENALTY SHALL BE LEVIED IRRESPECTIVE OF WHETHER SUCH BREACH RESULTED IN A SHUT DOWN OR OTHERWISE.

(XVIII) "REGISTRATION" MEANS THE VEHICLE(S)/ EQUIPMENT HAVING REGISTRATION IN THE NAME OF THE SUPPLIER(S)/FIRM WITH THE R.T.O./ D.T.O. HAVING JURISDICTION IN THE AREA OF OPERATIONS OF THE COMPANY.

(XIX) "RUNNING CHARGE PER KILOMETER" MEANS THE RATES STIPULATED IN ITEM NO. 20 HEREOF AND SHALL BE DEEMED TO INCLUDE ALL THE EXPENDITURES OF THE TRANSPORT SUPPLIER VIZ., COST OF FUEL, TYRE/TUBE, BATTERY & CONSUMABLES LIKE LUBRICANTS ETC. AND OTHER MAINTENANCE EXPENDITURES INCLUDING ACCESSORIES INVOLVED TOWARDS MOVEMENT OF THE VEHICLE(S)/EQUIPMENTS.

(XX) "STATUTORY ACTS" MEANS ALL THE STATE AND CENTRAL GOVERNMENT STATUTES AND REGULATIONS EFFECTING THE OPERATION OF THE SERVICES UNDER THIS AGREEMENT AS MAY BE IN FORCE FROM TIME TO TIME AND SHALL PARTICULARLY INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- A) THE MOTOR VEHICLE ACT, 1988.
- B) THE MOTOR TRANSPORT WORKER'S ACT, 1961.
- C) THE CONTRACT LABOUR (REGULATIONS & ABOLITION) ACT, 1970.
- D) THE MINIMUM WAGES ACT, 1948.
- E) THE EMPLOYEES PROVIDENT FUND & MISCELLANEOUS ACT, 1952.
- F) THE OIL MINES ACT, 1972 AND OIL MINES REGULATION, 1984.

(XXI) "DUE DATE OF PLACEMENT" MEANS THE DATE STIPULATED IN THE L.O.A.

(XXII) "DETERIORATED CONDITION OF VEHICLE/ EQUIPMENT" MEANS ANY VEHICLE (S)/EQUIPMENT FOUND NOT ACCEPTABLE TO COMPANY'S ENGINEER AFTER MECHANICAL INSPECTION OR/AND VEHICLE(S)/ EQUIPMENT FOUND TO BE UNWORTHY OF UNDERTAKING THE SERVICES ENVISAGED UNDER THE PROVISIONS OF THIS AGREEMENT OR/AND VEHICLE(S)/ EQUIPMENT WHICH IS/ARE FACING REPEATED BREAKDOWN DUE TO INADEQUATE, IMPROPER AND TIMELY REPAIRS AND /MAINTENANCE AND OR VEHICLE(S)/ EQUIPMENT REFUSED BY THE COMPANY'S ENGINEER/ USER DEPARTMENT AS BEING UNFIT.

(XXIII) "DAILY LOG BOOK" MEANS THE FORMAT AS MAY BE CERTIFIED BY THE COMPANY'S ENGINEER ON A DAY-TO-DAY BASIS DURING THE TENURE OF THESE AGREEMENT.

(XXIV) "DRIVER/ OPERATOR" MEANS AN INDIVIDUAL POSSESSING SOUND MENTAL AND PHYSICAL HEALTH WHO MUST BE IN POSSESSION OF AN APPROPRIATE PROFESSIONAL DRIVING LICENCE AND P.S.V. BLADE ISSUED BY THE REGIONAL TRANSPORT AUTHORITY WHO IS HAVING JURISDICTION OVER THE AREA OF OPERATIONS OF THE COMPANY, WHO IS/ ARE ENGAGED BY THE TRANSPORT SUPPLIER AND PROVIDED WITH THE SERVICE ENVISAGED UNDER THIS AGREEMENT, COST WHEREOF INCLUDED IN THE FIXED CHARGE PER MONTH.

(XXV) "DEFAULT" MEANS ANY OF THE FOLLOWING COMMISSIONS OR OMISSIONS BY THE TRANSPORT SUPPLIER OR HIS/HER CREW WHICH WILL LEAD SHUT DOWN OF VEHICLE (S) AND/ OR BREACH OF CONTRACTUAL OBLIGATIONS:-

A) DELAY IN INITIAL PLACEMENT OF VEHICLE(S) BEYOND THE STIPULATED DATE;

B) UNSUITABILITY OF THE DRIVER OR ASSIGNED/ ATTENDANT AND/OR WORKING CREW;

C) DRUNKENNESS AND INTOXICATION OF THE DRIVER AND/OR THE ATTENDANT/ CREW;

D) NON-AVAILABILITY OF VEHICLE(S)/ EQUIPMENT DUE TO ANY REASON,WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE FOLLOWING CONDITIONS:

i) DETERIORATED MECHANICAL CONDITION OF THE VEHICLE(S)/EQUIPMENT AND/OR BREAKDOWN;

ii) DUE TO INADEQUATE ROUTINE MAINTENANCE.

iii) TIME TAKEN FOR ROUTINE SERVICING/ MAINTENANCE IN ANY PARTICULAR MONTH IN EXCESS OF TIME ALLOWED FOR SUCH MAINTENANCE IN ANY MONTH.

E) NON-POSSESSION OF VALID PERMITS AND LICENSES FOR THE CREW AND VEHICLE(S)/EQUIPMENT;

F) NON-SUPPLY OF FUEL;

G) DELAY IN PLACEMENT OF VEHICLE(S)/EQUIPMENT ON ANY DAY AS PER THE INSTRUCTION OF THE COMPANY'S ENGINEER AND UNTIMELY RELEASE OF VEHICLE(S)/EQUIPMENT ON ANY DAY

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan
Schedule of company's Plants, Materials and Equipments

Not Applicable

**To,
HEAD-CONTRACT
Oil India Limited
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Provision of mechanized di-sludging of septic tank, manholes etc. by engaging cesspool emptier (sludge tanker - liquid waste disposer) in housing, offices and operational areas of Moran Oil field, Oil India limited, Moran for a period of 4 (four) years (extendable by another one year if required).

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's

Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible

for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a 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 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 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. 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.

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

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

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

7. All persons deployed by the contractor for working in a 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. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

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

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

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

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

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

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

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

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. 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.

20. 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.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. 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.

23. 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.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

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

26. 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR