

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

M/s.
India

TENDER NOTICE NO.: DCO3722P15

Date: 28.05.2014

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

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
Grass cutting (Machine cut), cleaning and removing of creepers/ wild growths from fence/wall and their disposals at MTDC Campus	MTDC Campus, Learning and Development Department, Duliajan	02 (Two) years	01.07.2014 9,900.00 (RUPEES NINE THOUSAND NINE HUNDRED

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

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

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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccesssful tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at 's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be

considerated to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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

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

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

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

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

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

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

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

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

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

and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

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

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

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

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

18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 BACKING OUT BY BIDDER

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

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

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

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

HEAD-CONTRACTS
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO3722P15

DESCRIPTION OF WORK/SERVICE :-

Grass cutting (Machine cut), cleaning and removing of creepers/ wild growths from fence/wall and their disposals at MTDC Campus

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

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be

demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

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

- i) The 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 thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) 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 duration of the contract shall be 104 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____

_____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

11. 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 amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

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

c) 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. LB 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

----- by the hand

of -----
its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

(Signature of Contractor or
his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

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

WORKS CONTRACT

Tender No. DCO3722P15

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	<p>Cutting of grass by lawnmower machine to the level close to the ground inside the fence area including disposal at a distance of 2km or as directed. Average no. of cuts per month =2(Two)cuts. No.of total cuts for two years = 2 cuts/month X 12 months X 2yrs. = 48cuts. Total area of grass cutting in each cut = 37887 Sq. Mtr. Each grass cutting area will have to be completed within a maximum period of 5 (five) continuous working days. Area to cut per day =7,577.40 Sq.Mtr. (37,887 Sq. Mtr./ 5 days). For details of grass cutting area/zones refer Annexure-I of item sl. no. 1.0 of JOB DESCRIPTION under Special terms and conditions.</p>	Each Cut	48.000		
20	<p>Cutting, cleaning and removing creepers and other wild growths over fencing, wall etc. and disposing the cut materials as directed. Area per cut= 3120 sq. mtr. per cut. (a) Length of creepers/wild</p>	Each Cut	24.000		

growths over the boundary wall/fence to cut/clean/remove in each cut = 1300 mtrs. (approximate).
(b) Height of creepers/wild growths over the boundary wall/fence to cut/clean/remove in each cut = 2.4 mtrs.(8 feet) approx.
Total area for removal of creepers/wild growths per cut=(a)X(b)= 1300 mtr. X 2.4 mtr. = 3120 sq. mtr. per cut. Each cut/clean/removal of creepers/wild growth area will have to be completed within one working day of the company.
Average no. of cut per month = 1 (One) cut.
No. of total cuts for two years = 1 cut / month X 12 months X 2yrs = 24 cuts.
For details refer Annexure-II of item SI no.2 of JOB DESCRIPTION under Special terms and conditions.

Total Amount(Rs):

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO3722P15

JOB DESCRIPTION:

SCOPE OF WORK:

1) For Line item No. 10: **Cutting of grass, shrubs, vegetation etc. by lawnmower machine(Machine cut)**, to the level close to the ground in the areas/zones as mentioned in Annexure-I below inside the fenced area including sweeping and disposing the cut out grasses and other waste materials at a distance of 2 km or as directed:-

Annexure-I

The various areas to be maintained through grass cutting at MTDC Campus as per P. DRG no. 1819/A dtd. 31.01.2001.

Sl no.	Zones	Area(Sq. m.)	Zonewise Total
1	A(New)*	12040	
	A(i)	1176	
	A(ii)	635	=13851 Sq.m.
2	B	3838	
	B(i)	679	
	B(ii)	500	
	B(iii)	650	= 5667 Sq.m.
3	C	251	
	C(i)	468	
	C(ii)	255	
	C(iii)	233	= 1207 Sq.m.
4	D	1203	
	D(i)	525	= 1728 Sq.m.
5	E	336	
	E(i)	399	
	E(ii)	177	
	E(iii)	438	
	E(iv)	461	= 1811 Sq.m.
6	F	3230	
	F(i)	995	
	F(ii)	4054	
	F(iii)	1984	=10263 Sq.m.
7	G	2483	= 2483 Sq.m.
8	H	877	= 877 Sq.m.

Total of all zones (Sl nos.: 1 to 8)= 37887 Sq.m.

*Zone A (New) = Area at Zone A - ETDC office area

= 12682 sq. m. - 642 sq. m. = 12040 sq. m.

[Area at Zone A = 12682 Sq. m.; ETDC office area as per drawing no. P. No/2095 dtd. 03/01/2013= 33.775 mtr. x 19 mtr.= 642 sq. m.]

Area per cut=37887 Sq.m.

Average no. of cuts/month= 2(Two) cuts

No. of total cuts for 2 yrs. = 2cuts/month X 12 months X 2 yrs.=48 cuts

(For other details refer particular instructions)

2) For Line item No. 20: Cutting, cleaning and removing creepers/wild growths over fencing, wall etc. in the areas/zones as mentioned in Annexure-II below and disposing the cut materials as directed:-

Annexure-II

(a) Length for cutting/cleaning and removing creepers/wild growths over the boundary wall/fence in each cut = 1300 mtrs. (approximate).

(b) Height for cutting/cleaning and removing creepers/wild growths over the boundary wall/fence in each cut = 2.4 mtrs.(8 feet) approx.

Total area for removal of creepers/wild growths per cut=(a)X(b)= 1300 mtr. X 2.4 mtr. per cut = 3120 sq. mtr. per cut.

Average no. of cuts per month = 1 (One) cut.

No. of total cuts for two years = 1 cut/month X 12 months X 2yrs = 24 cuts. (For other details refer particular instructions)

PARTICULAR INSTRUCTIONS:

1.0 The Contractor shall:

i) Provide the required services promptly and effeciently.

ii) The contractor will arrange all necessary passes, police verifications, necessary legal formalities etc. for all the resources / tools / tackles / equipment etc. to be employed/ used by him/ her for executing the job.

2.0 The contractor shall report to Learning & Development Dept. for the purpose of collection of requisition of jobs under contract. The contractor shall start the job within a period of 01 (one) week time from the receipt of the requisition from L&D department. The jobs will have to be completed as per the time frame stipulated under clause 9.0(a) and 9.0(b) mentioned below. For the purpose of receiving the requisition the contractor will have to make himself/herself available at L&D office as and when required.

3.0 In the event of failure on the part of contractor to comply with job requirement of the company to the satisfaction of the company either fully or partly in any specific area under this contract, then company will be at liberty to get the job done by alternative means, and in that event, Liquidated Damages will be charged at the rate equivalent to twice the prorata rate stipulated in the contract against the requisitioned quantity.

4.0 Under this agreement, the contractor will not entertain any individual/ group request of grass cutting/ cleaning/ removal of creepers/ wild growth etc. from any corner other than the written permission of GM(L&D)/Head (L&D).

5.0 Contractor will exclusively use his/her lawnmower machine, any other tools/tackles/equipment/ resources etc. to execute all the jobs under the contract. A self certified list of such equipment/ resources to be used the contractor will have to be declared to L&D Dept. before commencement of each job. In case the vegetations/ shrubs cannot be cleared off/ removed by using lawnmower machine, the contractor will have no objection to use dao/sickle/kudali/other tools etc. to complete the given jobs. However, the contractor will not be allowed to continue with such pactice of using dao/sickle/kudali/other tools etc. instead of lawnmower machine always. Such

tools/equipment will have to be arranged by the Contractor by himself/herself at his own cost. Company will neither provide nor reimburse any kind of operation / maintenance charges or other charges/ costs etc. for using his/ her tools/ tackles/ equipment etc. In case the lawnmower machine gets breakdown during the progress of the job, the contractor will have to manage other such unit to complete the given jobs with his/her own arrangement within a period of maximum 2(two) days. Company will not reimburse any charges incurred for such arrangements.

6.0 Measurement of the work done shall be carried out immediately on completion of the job. The contractor shall be available at the time of measurement and shall sign the measurement sheet(s). The measurement sheet/book shall be maintained at L&D Department.

7.0 On completion of measurement, contractor will have to submit the bill on the measured quantity which will be certified by GM(L&D)/Head(L&D) or his representative to process the same for payment. Company will not entertain any kind of advance payment for any of the jobs under contract. The contractor will have to submit the bill within a period of one month of completion of the job.

8.0 Payment against any of the services under this contract will be made subject to the successful completion of the allocated quantity of jobs through the Companys payment gateway only. Payment at the contracted rates will be made on the basis of measurement taken by the company representative/ officer and on the basis of certification of quantities by the concerned L&D officer/ Head(L&D)/GM(L&D). Measurement will be taken after the completion of each job.

9.0 (a) For line item no. 10: **The contractor should complete each cut of grass using lawnmower machine within a period of 5(five) working days(maximum) and area to cut per day = 7577.40 Sq. Mtr. (37887 Sq. Mtr./ 5 days) in case the whole quantity of 37887 Sq. mtr. per cut is requisitioned at a time.** Otherwise, equivalent no. of day(s) will be counted based on the ratio of requisitioned quantity to the no. of days required per cut.

(b) For line item no. 20: The contractor should complete each cutting/cleaning/removal of creepers/wild growths etc. using all necessary tools/tackles/equipment within a period of 1 (one) working day and area to cut per day = 3120 Sq. Mtr.

Note: In no case the contractor will be allowed to take additional no. of working days beyond the stipulated time frame mentioned at 9.0(a) and 9.0(b) to complete the jobs.

10.0 Contractor is responsible to ensure restriction of entry of unauthorised personnel(s) along with him/ her in the MTDC Campus during the period of the contract/ progress of the jobs. Contractor will also be responsible for any kind of assault/misbehaviour/involvement of argument/criminal offence etc. by his/her personnel(s) with any of the person(s)inside the MTDC Campus which may attract complaints, legal actions etc.

11.0 In the event of repeated failure to complete the requisitioned jobs or to comply with the various provisions of contract by the contractor/ on the part of the contractor, the company (M/s Oil India Limited) will be at liberty to terminate the contract at any point of time.

12.0 The quantity or the frequency of jobs to be requisitioned in contract in any month with respect to any specific zone(s)/area(s) may increase or decrease based on requirement of L&D Department. The number of cuttings may also increase/decrease depending on weather condition/ season etc. The requisition will be based on actual requirement.

13.0 The Contractor will supervise the jobs during the period of execution and progress of jobs and will update the status of job progress to the concerned officer on daily basis. Upon completion of the jobs he/she will have to offer the areas of grass cutting and/or removal of creepers/wild growths etc. to the L&D Department representative for physical verification/inspection of the site.

14.0 In case the contractor is not capable to complete the allocated quantity of jobs requisitioned within the stipulated time, the bills will be processed as per the prorata rate of quantity based on the measurement of actual

job done. However, repeated failures to do so on the part of the contractor will be dealt by clause no. 11.0 above.

15.0 The contractor will solely be responsible for safety and security of his/her all resources/equipment/machineries/tools etc. employed for the jobs under contract.

16.0 The contractor will not be allowed to keep any of his items/ tools / tackles/ equipment/ resources etc. inside the MTDC premises after the daily jobs are over. The items employed for carrying out the jobs under the contract should be removed by the contractor immediately on completion of the daily jobs without fail. Company will neither be responsible for providing any kind of security arrangement/coverage nor take risk of any damage/harm for his/her resources.

GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT (vide circular No. S&E/G/53/482 of 17/04/2009)

a) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental (HSE) aspects of the entire job (namely; the person employed by him/her, equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating.

b) 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 (PPE) 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.

c) It will be entirely the responsibility of the Contractor 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 office/Safety Officer for safe operation.

d) 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.

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

f) The contractor shall have to report all incidents including near miss to Installation Manager / departmental safety officer.

g) The contractor has to keep a registrar of the persons employed by him/her. The contractor supervisor shall take and maintain attendance of his/her personnel/workers.

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

i) 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.

j) 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.

k) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner/OIL.

l) 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.

m) 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.

n) For any HSE matters not specified in the contract documents, the contractor will abide by the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

The following BRC/BEC will be applicable under this IFB:

BID REJECTION CRITERIA (BRC):

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

l) Bidder must have relevant experience of having successfully completed "similar works" with PSUs / Central Govt. / State Govt. Organization/Public Limited Company in last 7(Seven) years ending the last day of the month previous to the one in which bids are invited of value :

- a) Single contract of minimum value of Rs. 15,84,500.00
OR
- b) Two contracts of minimum value of Rs. 9,90,300.00 each
OR
- c) Three contracts of minimum value of Rs. 7,92,250.00 each

Similar nature of job - means experience (grass cutting, removal of creepers/ wild growth) for a minimum period of(01) one year

II. Bids submitted without mentioning the rate against each item mentioned in the tender will be rejected

(III) Bidder must have Average Annual financial turnover as per audited annual reports for the last 3(Three) accounting years, ending 31st March 2013 should be at least Rs. 5,94,200.00

(IV) Bidder must submit all necessary documents related to experience and turnover.

II) DOCUMENTARY EVIDENCE

A. For proof of Annual Turnover any one of the following documents/ photocopies(**self-attested/attested**) must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

OR

ii) Attested Copy of Audited Profit and Loss account for last 03(three years) ending March'2013.

(B) For proof of requisite Experience, any one of the following documents/photocopies (**self-attested/attested**)

must be submitted along with the bid:

1. In case of OIL contractor, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed/ Service Entry Sheets, of jobs successfully completed, during last 7(seven) years ending the last day of the month previous to the one in which bids are invited of value. It may be clearly noted that simply mentioning of OIL CCO Number/Workorder will not be accepted.

2.0 For other bidders, Completion certificate issued by any other Public Sector Undertaking / Govt Organization/Public Limited Company stating :

Gross value of the job done.
Nature of Job done
Contract Period.
Contract Number

C) Non- submission of the above documents as specified in BRC above will result in rejection of bids.

D) Bid documents purchased from OIL only will be considered as valid. Documents directly downloaded from WEBSITE or any other source will be summarily rejected. Bidder to submit the purchased bid document from OIL duly signed with seal, while submission of offers with credentials

(B) BID EVALUATION CRITERIA (BEC):

The bids 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 further evaluation as per the Bid Evaluation Criteria given below:

(i) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

(ii) 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.

(iii) In case, if L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots.

BB. COMMERCIAL:

1.1 Bids are invited under Single Composite bid system i.e., Technical as well as Commercial details together in single offer.

1.2 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.

1.3 Bid security shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

1.4 The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

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

1.6 Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.

1.7 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO3722P15

Description of work/service :

Grass cutting (Machine cut), cleaning and removing of creepers/ wild growths from fence/wall and their disposals at MTDC Campus

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the 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.

(Seal)

Yours Faithfully

Date _____

M/s _____

CONTRACTOR
 FOR & ON BEHALF OF