

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

IFB NOTICE NO: CDI5864P15

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

DESCRIPTION OF WORK/ SERVICE:

MUD AND CHEMICAL HANDLING SERVICES AT DRILLING AND WORKOVER WELLS IN OIL'S OPERATIONAL AREAS FOR A PERIOD OF TWO YEARS.

IFB NO: CDI 5864 P15

Type of IFB: Single Stage Two Bid System

Location: OIL's Operational Area within Assam and Arunachal Pradesh.

Contract Period: 2(Two) Years - Extendable by one more year.

TECHNICAL BID CLOSING/ OPENING DATE & TIME:

Date: **17.02.2015**

Bid Closing Time - 11:00 HRS

Bid Opening Time - 14:00 HRS

Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time
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, District- Dibrugarh (Assam) PIN- 786602, Assam
Tender Fee	Rs. 5000.00/-
Bid Sale date	From 12/01/2015 To 12/02/2015 (upto 15:30 HRS IST)
Bid Validity	180 days from date of opening of bid.
Bid Security Amount	Rs.1,02,000.00
Amount Of Performance Guarantee	<u>2.5%</u> of Total Contract Value
Mobilization Period	15 Days

a) Bid Security deposited vide Demand Draft /Banker's Cheque / Bank Guarantee**

**In case of Bid Security deposited vide Bank Guarantee; it should be valid for 30 days beyond the required bid validity period.

No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the Bid Closing date, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents or it may be submitted through OIL's electronic Payment Gateway also.

FORWARDING LETTER

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit 2.5% of the total contract price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Bid Security shall clearly be marked with the above Tender Number and description of work and addressed to

**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 or **it may be submitted through OIL's electronic Payment Gateway also**. 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.**

2.1 Bid should be submitted online up to 11:00:00 HRS (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14:00:00 HRS (IST) at the Office of Head-Contracts in presence of authorized representative of the bidders. However, if the above mentioned closing / opening day of the Bid/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.

3.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering Text" only under Notes & Attachments tab.

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 certificate with organization's Name" digital certificates [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 while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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 used for signing is not of "Class-3 with organization's name", the bid will be rejected.

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

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 Bidders must withdraw the offer after its public opening. Any such withdrawal will make the bidder liable of forfeit his/her/their Bid Security/Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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

6.0 The Bid must be valid for **180 (One hundred & Eighty) days** from the date of opening of the bid. Bids with short validity will be summarily rejected.

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

FORWARDING LETTER

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.

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

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

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

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

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

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

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

11.0 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.

12.0 Within two weeks of issue of LOA, the successful Bidder shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash / Bank Guarantee (valid for six months beyond the expiry of contract) from a Nationalized Bank / Scheduled Bank 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 or loss due to the Company for any reason. This Security Money shall not earn any interest.

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12.1 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

13.0 The amount of retention money (if any) shall be released after 6 (six) months, from the date of completion of work, as certified by the concerned user department of OIL.

14.0 The work shall have to be started within seven days from the issue date of work order or as advised by concerned department of OIL.

15.0 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 OIL to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

17.0 Discounts / Rebates:

17.1 The OIL will evaluate and compare the bids as per Bid Evaluation Criteria of the bidding/tender documents.

17.2 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.

18.0 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/offer.

19.0 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 then be forfeited and the firm shall be debarred for 2(two) years from the date of default.

20.0 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 debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

21.0 Specific Note: Bidder(s) are requested to take note of the following while submitting their offer:

(a) Bidder(s) / Contractor(s) to quote considering tendered labour wage rate for each day of work as **Rs. 222.00** only.

(b) 12% Provident Fund (P.F.) & 8.33% Bonus on the Rs. 3500/- per month is to be included in the total quoted cost.

(c) If there is any statutory increase in minimum labour wages as per notification issued by State Government / Central Government over the above mentioned tendered rate to this category of labour during the currency of the contract, the increase will be borne by OIL and its implication on PF & Bonus will be also born by OIL. The mode of calculations for this payment for enhanced wages, if any, will be decided OIL. OIL's decision regarding this shall be final and binding on the Contractor.

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(d) 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>).

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

Bidders must have a valid User Id to access OIL e-Procurement site for participation. Bidders can click on **Guest** login button to view the available open tenders in the E-portal.

On receipt of the request with preliminary bidder's details (valid e-mail address, address with PIN code, Telephone No. / Mobile No., OIL Vendor code-if available) and requisite Bid Document Cost/ Tender Fee (Non-refundable); USER_ID and initial PASSWORD will be communicated to the bidder through e-mail (e-mail ID as mentioned in the request letter) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFx.

In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

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 is to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.

OR it may be submitted through OIL's electronic Payment Gateway also.

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/or through payment gateway will be ignored straightway.

22.0 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.

22.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the *Technical RFx Response-> User -> Technical Bid* only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.

22.2 The Price Bid rates to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

FORWARDING LETTER

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version

RFx Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab **“Technical RFx Response”** for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature of Response | Sign Response

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

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

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

FORWARDING LETTER

23.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

24.0 **The Integrity Pact is applicable against this IFB:** .OIL shall be entering into an Integrity Pact with the bidders as per format given in the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed & stamped by the bidder's authorized signatory who sign the Bid.

The name of the OIL's Independent External Monitors at present are as under:

- i) SHRI N. GOPLASWAMI, I.A.S. (Retd.),
Former Chief Election Commissioner of India
E-mail Id: gopalaswamin@gmail.com
- ii) SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)
Former Director General of Police
E-mail Id: rcagarwal@rediffmail.com

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.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the " Organization Name" field are acceptable.

Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.

22.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer.

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
- b) Instructions to Bidders
- c) BRC /BEC
- d) General Conditions of Contract (**Part-I**)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- f) Special Conditions of Contract (**Part-III-SCC**)
- g) Schedule of company's Plants, Materials and Equipments-**(Part-IV)**
- h) Safety Measures (**Part-V-SM**)
- i) Price Bid Format
- j) Integrity Pact (Annexure-I)**
- k) Proforma & Annexure (if any).

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 Technical RFx under the tab

INSTRUCTIONS TO BIDDERS

“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 [“Technical RFx” 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 as **Single Stage Two Bid System**

6.0 PRICE BID:

6.1 The bidder shall complete the appropriate Price Schedule furnished in the e-portal.

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 TWO BID SYSTEM and as such no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. Kindly refer to the screen shots below.

INSTRUCTIONS TO BIDDERS

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Vers

RFx Information | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab “**Technical RFx Response**” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature of response | Sign response

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

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

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details.

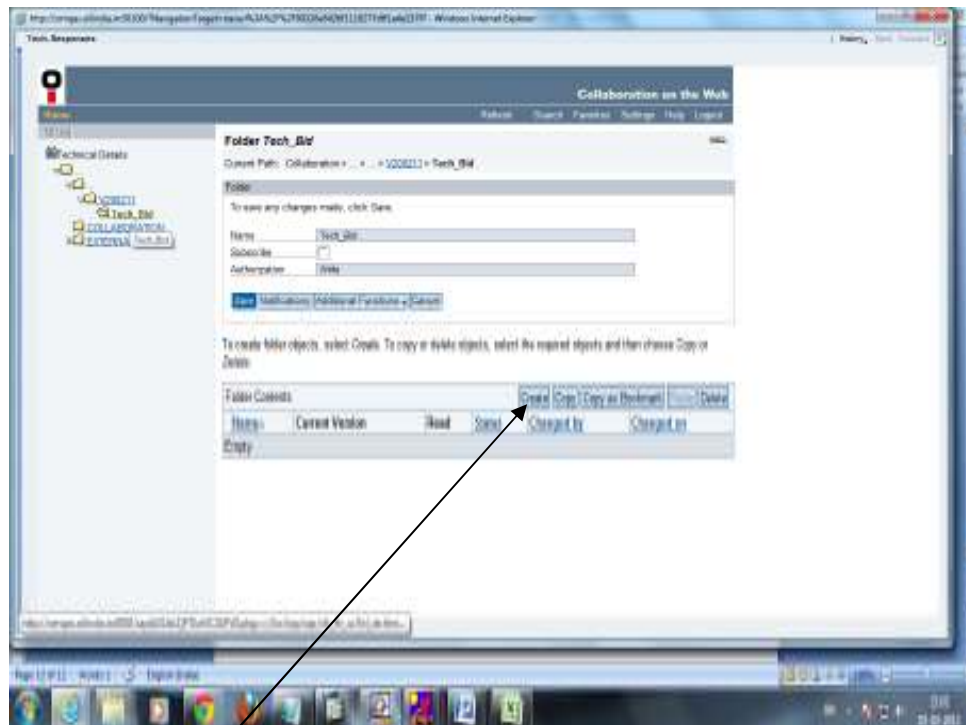
** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions.

INSTRUCTIONS TO BIDDERS

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.

Following screenshots are shown of the procedure for loading the Technical Bid.

Create Technical Rfx response .To create Technical Rfx response click on **Technical Rfx Response** , at the top of the Response.(Refer screen shot above).System will redirect you to the C-folder in new window (Screen shot below)



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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BRC/BEC.

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 (e-mail 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 certificate with organization's Name" digital certificates [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 while uploading the bid.

Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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 used for signing is not of "Class-3 with organization's name", the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its 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.

11.2.1 Timely submission of the bids is the responsibility of the Bidder. Bid 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 HRS (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter.

INSTRUCTIONS TO BIDDERS

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 & Bid Security submission 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:

14.1 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Any such withdrawal will make the bidder liable of forfeit his/her/their Bid Security/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.

14.3 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.

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 at the sole discretion of the company. 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. **In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.**

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.

INSTRUCTIONS TO BIDDERS

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 14.0 above 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 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.

INSTRUCTIONS TO BIDDERS

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.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL, OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

22.4 **Mobilization Period:** Within 15(Fifteen) days from the date of signing the Contract.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it is found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 BID DOCUMENT:

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

25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994))

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 12.36 % on (A) above(In case of taxable value of service is not 100%, then specify the value of taxable service and apply 12.36 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 12.36% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

*****END OF ITB *****

BRC/BEC

BID REJECTION CRITERIA AND BID EVALUATION CRITERIA FOR THE TENDER:

A) BID REJECTION CRITERIA (BRC)

I) 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:

i) Bidder should have at least 02 (two) years continuous experience exclusively in carrying out jobs with PSUs/Central/State Govt. Organization in Drilling and Work Over Wells Or oil/gas fields installations during last 07 (seven) years ending bid closing date.

ii) Bidder must have relevant experience of having successfully completed “similar works” with PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid opening.

Single contract of minimum value of Rs. 162.80 Lakhs

OR

Two contracts of minimum value of Rs. 101.70 Lakhs, each.

OR

Three contracts of minimum value of Rs. 81.40 Lakhs, each.

Similar nature of job mentioned above means: Experience in carrying out jobs with PSUs/Central/State Govt. Organization in Drilling and Workover Wells. Or oil/gas fields installations.

iii) Average Annual financial turnover during the last 3(Three) years, ending **31st March 2014** should be at least Rs. 61.00 Lakhs

II) DOCUMENTARY EVIDENCE (Self Attested Copies):

(i) For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-

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

b) Audited balance sheet and Profit and Loss account.

(ii) For proof of requisite experience, any one of the following documents/photocopies must be submitted along with the bid:-

i) Certificate issued by PSUs / Central Govt. / State Govt. Organization in last 7(seven) years from date of bid opening, showing:

a) Gross value of the job done and

b) Nature of Job done

c) Time period covering the years as per NIT.

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

IV) The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed as Annexure-I of the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

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:

1. Bid quoting less than the existing minimum wage rate will not be considered for bid evaluation.

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

3. OIL will not be responsible for delay, loss or non receipt of applications (for bid document) sent by mail and will not entertain any correspondence in this regard.

4. Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted offer. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount of the time of award of contract.

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

C. COMMERCIAL

1.0 Bids are invited under Single Stage 2- Bid System.

2.0 Rates quoted by the successful bidder must remain firm during the entire period 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.

3.0 During the Online submission of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. The Original Bid Security should however be forwarded to office of the “Head-Contracts, Oil India Limited, Duliajan-786602, Assam” which should reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected or it may be submitted through OIL’s electronic Payment Gateway also.

4.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

5.0 Any Bid received in the form of physical document, Fax/e-mail/Telephonic discussion will not be accepted.

6.0 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.

7.0 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected.

8.0 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.

9.0 Bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected. Digital Signature Certificates having “Organization Name” field as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

PART-I
GENERAL CONDITIONS OF CONTRACT(GCC)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

DESCRIPTION OF WORK/SERVICE:

MUD AND CHEMICAL HANDLING SERVICES AT DRILLING AND WORKOVER WELLS IN OIL'S OPERATIONAL AREAS FOR A PERIOD OF TWO YEARS.

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.

2.0 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.

3.0 The co-ordination and inspection of the day to day work under the Contract shall be responsibility of Company's Engineer. The written instruction regarding any particular job will be normally passed by the Company's Engineer/Officer. A work book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours.

4.0 For carrying out work on Sundays, and Holidays, the Contractor will approach the Company's Engineer/Officer at least two days in advance and obtain permission in writing. The Contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the Contractor and the Company shall have no liability whatsoever on this account.

5.0 Working Schedule:

i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the Company will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the Contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Company to this account. For carrying out work beyond working hours the Contractor will approach the Company's Engineer/Officer and obtain his prior written permission.

(ii) The Contractor must arrange for the placement of workers in such a way that the delayed completion of the work/job or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.

(iii) The Contractor shall submit to the Company's Engineer reports at regular intervals regarding the state and progress of work/job. The details and proforma of the report will mutually be agreed after the award of Contract.

6.0 In addition to the Company's Engineer/Officer 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 expense.

c) Order the Contractor to remove or replace any workman who he (The Officer/Engineer) considers incompetent or unsuitable; the Officer/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.

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

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

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

i) The Mines Act.1952 & Rules framed there under.

ii) The Minimum Wages Act, 1948.

iii) The Employee's Compensation Act, 1923.

iv) The Payment of wages Act, 1936.

v) The Payment of Bonus Act, 1965.

vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.

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.

10.0 The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

11.0 The Contractor must complete the work within **104 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.

GCC

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

13.0 The tendered Price (i.e. the Contract price) is Rs. XXXXXXXXXX

(Rupees _____ **(excluding applicable Service Tax)**)

_____ only) and the Company shall pay the Contractor only for actual work done at the rates set down in the Schedule of work part II of this Contract..**[Please don't fill up, Contract Price will be filled up during awarding the Contract]**

On account payment may be made, not oftener than monthly, upto the amount of 92.5% the value of work done & payment will be made only after satisfactory completion of the work. Such 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 payment is made.

14.0 The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

14.1 If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the Assistant Labour Commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the Contractor.

14.2 The contractor is required to obtain labour license from ALC (Central), Dibrugarh if he engages 20 or more labours at any given time.

15.0 Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

16.0 The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 8 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

17.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any OIL's fenced area.

18.0 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. OIL's representative shall not allow/accept those men who are not provided with the same.

GCC

19.0 The amount of the contract specified in the contract is all inclusive of all statutory taxes levied by the Central and State Government or any other competent authority but exclusive of Service Tax. Service Tax if applicable shall be, on OIL'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.

19.1 Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the

Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

20.0 The Contractor shall deploy local persons in all works.

21.0 The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

22.0 The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

23.0 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work. The Contractor shall pay equal wages for men and women in accordance with applicable laws.

24.0 The Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

25.0 The Contractor shall comply with the provisions of the payment of Wage Act, 1936, Employee Provident Fund Act, 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

26.0 The Company's Engineer/Officer shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

27.0 The Contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

28.0 The contractors shall periodically submit the monthly challans / receipts / proof of Provident Fund deposited amount along with a list of his labour / workers to the Engineer-In-Charge. The contractor shall be required to deposit contribution towards Provident Fund or any other statutory payments to be made in

respect of his workers well in time and submit a copy of challan to Engineer-In-Charge in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable Act.

29.0 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

30.0 The contractor shall discharge obligations as provided under various statutory enactment including the Employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workmen Compensation Act, 1923, Payment of Bonus Act and other labour legislations as in existence (at present in India) and as amended from time to time.

31.0 The contractor shall pay the wages to the workers latest by 7th day of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central) / Assistant Labour Commissioner (c), Dibrugarh from time to time. The Engineer-In-Charge shall ensure that the contractor is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

32.0 The contractor shall be solely responsible and indemnify the OIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

33.0 All personnel deployed by the contractor should be on the rolls of the contractor.

34.0 The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.

35.0 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of OIL while at site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.

36.0 The Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF for his employees.

37.0 The Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him.

38.0 The Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and Payment of Wages Act, 1936.

39.0 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost.

40.0 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

41.0 Technicians / supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

42.0 In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

43.0 The contractor shall obtain necessary insurance policy covering all risks such as accident, injuries and death likely to be caused to workers or to a third person including loss to the properties of owner / OIL or to some other agency.

44.0 The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a Govt. Doctor/Registered Practitioner before deployment.

45.0 No worker of contractor (including contractor himself) shall be allowed to consume alcoholic drinks or any narcotics within the plant premises/location of work. If found under the influence of above, the contractor shall have to change / replace him failing which OIL may terminate the contract.

46.0 The contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

47.0 The contractor shall obtain necessary License under Inter State Migrant Workmen (Regulation of Employees & Conditions of Service) Act, 1979, if he deploys and engages labours from states other than Assam.

48.0 The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the company.

49.0 "If there is any statutory increase in Minimum Labour Wages over the existing rate of **Rs. 222.00** per labour engaged by the Contractor as applicable during the currency of the Contract, the increase will be borne by the OIL. The mode of calculation for this payment for enhanced wages, if any, when the same arises will be decided by the OIL. OIL's decision regarding this shall be final and binding on the Contractor."

50.0 The contractor shall issue wages slip every month to each Labour as per the Government Guidelines and also to pay the monthly wages to the Labours in presence of Head of the Department or his / her authorized representative. Otherwise the SES of the corresponding month will not be processed.

51.0 Special Conditions:

a) The amount of retention money (if any) shall be released after 6(six) months from the date of issue of completion of work, as certified by the 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 OIL. In case of failure to provide such documentary evidence, OIL reserves the right to withhold the amount equivalent to 12% P.F contribution on wage component.

52.0 Special Instruction:

Insurance:

(i) Workmen compensation and Employer's liability insurance: Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract.

(ii) Accident or Injury to Contractor's personnel/employee: OIL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor.

(iii) Comprehensive General Liability Insurance:

(a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

(b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

(c) The policy shall cover third party liability. The third party (liability shall cover the loss / disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment / property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.

(d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

(e) The Contractor shall take out insurance policy from one or more Nationalized Insurance Company from any branch office at Project site/location of work..

(f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

(g) Any other insurance required under law or regulations: contractor shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to OIL. He shall also carry and maintain any other insurance which may be required by OIL.

53.0 ARBITRATION:

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

Place of Arbitration: DULIAJAN.

54.0 FORCE MAJEURE:

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

55.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

57.0 SET OFF CLAUSE:-

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

58.0 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.

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

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:-

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

(Full Name of Signatory)

of _____
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

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

Part-II
Schedule of Work, Unit and Quantities, Rates & Prices(SOQ)

(Please Do not Quote Here)

1.0 Description of Work / Service:

MUD AND CHEMICAL HANDLING SERVICES AT DRILLING AND WORKOVER WELLS IN OIL'S OPERATIONAL AREAS FOR A PERIOD OF TWO YEARS.

2.0 Schedule of Work, Unit and Quantities, Rates & Prices:

Item No.	Short Description	Unit	Quantity	Rate (Rs.)	Total (Rs.)
10	Handling Services at Drilling Wells *Equivalent workforce "each operation" consists of 12 (twelve) numbers.	Each Operation*	4400		
20	Handling Service after Final Cementation *Equivalent workforce "each operation" consists of 03 (three) numbers.	Each Operation*	1600		
30	Handling Services at Work-over Wells *Equivalent workforce "each operation" consists of 02 (two) numbers.	Each Operation*	900		
40	Handling & Mixing Chemicals at WSMP. *Equivalent workforce "each operation" consists of 02 (two) numbers.	Each Operation*	800		
50	Services at Wellsite Laboratory. *Equivalent workforce "each operation" consists of 02 (two) numbers.	Each Operation*	750		
60	Addition of Bentonite & Barytes. *Equivalent workforce "each operation" consists of 01 (one) number.	Each Operation*	2000		
Total (Rs.)					

3.0 Bidder(s) are to indicate the Wage Component (i.e. Wage+12% PF + Bonus @8.33% on Rs. 3500/- per month) in percentage of the total Contract Cost-----% against each line item.(PI do not quote here)

Line item No.10

Line item No.20

Line item No. 30

Line item No. 40

Line item No. 50

Line item No. 60

In case wage component is not furnished by the bidder(s), bid(s) will be rejected.

4.0 Specific Note: Bidder(s) are requested to take note of the following while submitting their offer:

- (a) Bidder(s) / Contractor(s) to quote considering tendered labour wage rate for each day of work as **Rs. 222.00** only.
- (b) 12% Provident Fund (P.F.) & 8.33% Bonus on Rs. 3500/- per month is to be included in the total quoted cost.
- (c) If there is any statutory increase in minimum labour wages as per notification issued by State Government / Central Government over the above mentioned tendered rate to this category of labour during the currency of the contract, the increase will be borne by OIL and its implication on PF & Bonus will be also born by OIL. The mode of calculations for this payment for enhanced wages, if any, will be decided OIL. OIL's decision regarding this shall be final and binding on the Contractor.
- (d) Rates are to be quoted excluding Service Tax.
Service Tax, if applicable, shall be on OIL'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.
- (e) Bidder(s) / Contractor(s) must include all liabilities including statutory liabilities in their quoted rates. Bidder(s) / Contractor(s) must include all liabilities including statutory liabilities in their quoted rates. Amongst others, bidder(s) must include profit, supervision & overhead charges, cost of personal protective equipment (PPE), uniform/material equipment cost if any.
- (f) The quoted rate shall include (to be ensured by the bidders):
 - (i) Labour Cost as per Minimum Wages Act including P.F. and Bonus.
 - (ii) Materials /Equipment Cost(if any)
 - (iii) PPE Cost
 - (iv) Other Charges/ Cost including supervision, profit and over head charges.
- (g) The bidder shall submit the wage component of the contract cost-----%.
- (h) The quoted rate of the bidder is found unreasonable/unrealistic; the offer of the bidder shall be liable for rejection at the sole discretion of the Company. The quoted rate should be capable enough to disburse the minimum wages, P.F, bonus to deployed personnel along with PPE items and materials/equipment.
- ~~(i) 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. In case of discrepancy the unit rate quoted in words shall be considered to be correct.~~

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

PART-III

SPECIAL CONDITIONS OF CONTRACT(SCC)

PARTICULAR SPECIFICATIONS AND INSTRUCTIONS:

1. Scope or work : The main job contents involved at the well sites/laboratories are detailed below :-

- i) Handling and addition of chemicals as required for mud treatment/ mud conditioning etc.
- ii) Handling and addition of Mineral oils/any liquid required for treatment to mud manually.
- iii) Cleaning of desander tank, desilter/intermediates tank & suction tanks once in a day and mud ditches at least thrice a day.
- iv) Cleaning of mud storage tanks should be done as and when required (once in a week or so), pre-flush and water tank should be cleaned as and when required.
- v) Any other work associated with mud services/laboratories as directed by HOD (Chemical) or his representative.

Item No. / Period for which of the part II Contract is required per Well/ Minimum total effort required / Likely effort are as follow:

Sl no Line item Description of job Unit of measurement Effort required for two years of service. Service involves per operation which means per shift in wells.

Line item 10: Handling Services at Drilling Wells per operation 4400.00

Line item 20 Handling Service after Final Cementation per operation 1600.00

Line item 30 Handling Services at WO Wells per operation 900.00

Line item 40 Handling & Mixing Chemicals at WSMP per operation 800.00

Line item 50 Services at Wellsite Laboratory per operation 750.00

Line item 60 Addition of Bentonite & Barytes per operation 2000.00

Contractor should keep provision to provide one day rest to his employees after working 48 hrs in a week.

2. Duration of supply of services : For each well the work will start 2/3 days before spudding in date and will continue till the rig down of the well is given. Over and above, the contractor will keep in constant touch with HOD(Chemical) or his representative, to take instructions for starting up work in a

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particular well. Contractor MUST NOT fail to supply the services on the date and hours as instructed by HOD(Chemical) or his representatives.

3. Effort required: For the guidance of the contractor, the minimum effort that will be required for execution of the various items of the schedule of works are given as under and the minimum of which the contractors will be obliged to supply under this contract, for effective and satisfactory performance of the jobs stated therein and as explained above in para.

General terms and conditions:

1. General information:

(i) Location of site : All drilling wells , work over wells, wellsite Mud plants operated by OIL in the state of Assam and Arunachal Pradesh.

(ii) Access by road : All the OIL, 's Drilling as well as Work Over wells

(iii) Time Schedule :

a) Morning Shift : 5.00AM to 1.00PM

b) Second Shift : 1.00PM to 9.00 PM

c) Night Shift : 9.00 PM to 5.00 AM

(iv) Failure by the bidders : The contractor shall be responsible for the satisfactory and regular supply of service as required in keeping with exigencies of work at well in three shifts, for the entire duration of work for each individual well as stipulated and /or as instructed from time to time. To ensure above, the contractor or his authorized competent representative must visit work sites very frequently, and should be present at the well sites during work emergencies as and when instructed by HOD(Chemical) or his representatives. The company shall be at its liberty to make good any failure on the contractor's part (arising out of - (a) unsatisfactory and/or break in supply of services and (b) supply less number of Labourers per shift/day of service) which will result in service by engaging any other agency or agencies at the contractor's cost and penalise him a token penalty of around Rs.1,000/- (Rupees one thousand) only per shift of 8 (eight) hours duration. In addition to above if there is any shut down of the rig due to non-availability of services or unsatisfactory services, the company shall be at liberty to penalise the contractor for the actual periods of shutdown at the rate calculated by the company. In this connection, decision of the company shall be final and binding on the contractor.

Execution of work :

All the works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be

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furnished from time to time to the CONTRACTOR by the CHEMIST-IN-CHARGE whether mentioned in CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the CHEMIST-IN-CHARGE. The CONTRACTOR shall provide all necessary materials / equipment / labour etc. for execution and maintenance of WORK till completion, unless otherwise mentioned in the CONTRACT.

Co-ordination and inspection of work :

The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the CHEMIST-IN-CHARGE. The written instruction regarding and particular job will normally be passed by the CHEMIST-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.

Work on Sunday and Holidays :

For carrying out work on Sundays, and Holidays, the CONTRACTOR will approach the CHEMIST-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR AND THE EMPLOYER shall have no liability whatsoever on this account.

Working Schedule :

(i) The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rated quotation. No extra claims will be entertained by the Company to this account. For carrying out work beyond working hours the CONTRACTOR will approach the CHEMIST-IN-CHARGE or his authorized representative and obtain his prior written permission.

(ii) The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper deployment. The Company will not entertain any claim for idle time payment whatsoever.

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(iii) The CONTRACTOR shall submit to the CHEMIST-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strength at worksite, as directed by the CHEMIST-IN-CHARGE.

6. Materials to be supplied by the Contractor :

The Contractor shall procure and provide all necessary safety gears as per requirement to the manpower deployed by the bidder for the services.

7. Insurance :

(i) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's insurance.

(ii) ACCIDENT OR INJURY TO WORKMEN : The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR.

(iii) COMPREHENSIVE GENERAL LIABILITY INSURANCE :

(a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

(b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Chemists and other Supervisory staff who are not covered under Employees State Insurance Act.

(c) The policy shall cover third party liability. The third party (liability shall cover the loss / disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs.2 lakhs per death, Rs.1.5 lakhs per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation as maybe awarded by Court by Law in India and cover for damage to others

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equipment / property as approved by the Purchaser. However, third party risk shall be maximum to Rs.10 (ten) lakhs to death.

(d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risk etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

(e) The Contractor shall take out insurance policy from one or more nationalized insurance company from any branch office at Project site.

(f) Any such insurance requirement as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

(g) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS : CONTRACTOR shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

8.Labour Laws:

(i) No labour below the age of 18 (eighteen) years shall be employed on the WORK

(ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

(iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

(iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

(v) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the Assistant Labour Commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

(vi) The CONTRACTOR shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the CHEMIST-IN-CHARGE.

(vii) The CONTRACTOR shall furnish to the CHEMIST-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the CHEMIST-IN-CHARGE a true statement showing in respect of the second half of

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the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under the amount paid to them.

(viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act, 1936 Employee Provident Fund Act, 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and abolition Act, 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

(ix) The CHEMIST-IN-CHARGE shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

(x) The CONTRACTOR shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnify from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time of furnishing any information or submitting or filling and Form / Register / Slip under the provisions of these Acts which is materially incorrect, then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the Company a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by CHEMIST-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The CHEMIST-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the CHEMIST-IN-CHARGE in this respect shall be final and binding.

9. HSE clauses :

a) 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.

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 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) 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.

d) 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.

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

f) 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 .

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g) 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.

h) 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.

i) 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.

J) 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.

k) 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.

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

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

n) 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.

o) 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.

p) 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.

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

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

s) 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.

t) 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.

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

v) 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.

w) 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.

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

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

z) 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.

10. RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWAS :

(i) The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

(ii) The contractors shall periodically submit the monthly challans / receipts / proof of Provident Fund deposited amount alongwith a list of his labour / workers to the Chemist-In-Charge. The contractor shall be required to deposit contribution towards Provident Fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Chemist-in-Charge in monthly basis failing which OIL will deduct from his bills the amount

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equivalent to such deductions with penalty as per the provisions of applicable Act.

(iii) The contractor is required to obtain labour license from ALC (Central), Dibrugarh if he engages 20 or more labours at any given time.

(iv) The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

(v) The contractor shall discharge obligations as provided under various statutory enactment including the Employees provident Fund and Miscellaneous Provision Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workmen Compensation Act, 1923, Payment of Bonus Act and other labour legislations as in existence (at present in India) and as amended from time to time.

(vi) The Contractor shall pay the wages to the workers latest by 7th day of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central) / Assistant Labour Commissioner (c), Dibrugarh from time to time. The Engineer-In-Charge shall ensure that the contractor is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

(vii) The contractor shall be solely responsible and indemnify the OIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

(viii) All personnel deployed by the contractor should be on the rolls of the contractor.

(ix) The contractor shall ensure regular and effective supervision and control the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

(x) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of OIL while at site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.

(xi) Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF for his employees.

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(xii) Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him.

(xiii) Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and Payment of Wages Act, 1936

(xiv) Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

(xv) All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

(xvi) Technicians / supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

(xvii) In case of account, injury and death caused to employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & Kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

(xviii) The contractor shall obtain necessary insurance policy covering all risks such as accident, injuries and death likely to be caused to workers or to a third person including loss to the properties of owner / OIL or to some other agency.

(xix) The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a Govt. Doctor before deployment.

(xx) No worker of contractor (including contractor himself) shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change / replace him failing which OIL may terminate the contract.

(xxi) The contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

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(xxii) The contractor shall obtain necessary License under Inter State Migrant Workmen (Regulation of Employees & Conditions of Service) Act, 1979, if he deploys and engages labours from states other than Assam.

(xxiii) PHOTOGRAPHS / LABOUR PERMISSION / VEHICLE PERMISSION :
The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the company.

(xxiv) Bidder(s) shall comply statutory Minimum Labour Wages, P.F. and bonus (8.33%). The prevailing rates of minimum wages, w.e.f. 01.04.2014, as specified by the Regional Labour Commissioner (Central) of contract Labour :Rs.222.00

(N.B. The rates mentioned above are subjected to revise as and when notified by Regional Labour Commissioner (Central), Guwahati)

11. "If there is any statutory increase in Minimum Labour Wages over the existing rate of Rs.222.00 per labour engaged by the Contractor as applicable during the currency of the Contract, the increase will be borne by the Company. The mode of calculation for this payment for enhanced wages, if any, when the same arises will be decided by the Company. The Company's decision regarding this shall be final and binding on the Contractor"

The contractor shall issue wages slip every month to each Labour as per the Government Guidelines and also to pay the monthly wages to the Labours in presence of Head of the Department or his / her authorized representative. Otherwise the SES of the corresponding month will not be processed.

12. Notwithstanding the information given in para(1) and (3) above(part III), it will be the contractor's responsibility to ascertain for himself the exact content of the jobs involved by actual visits to various works sites including drilling and workover well sites. He should for this purpose contact the HOD(Chemical)or his representatives who will instruct his men at the well site to assist the contractor by explaining and showing the details of work involved. Once the tender is opened and accepted, no claim for extra payment on any plea of ignorance whatsoever will be admissible. The entire work will be done under the supervision/direction and to the satisfaction of HOD(Chemical)or his representatives. The contractor shall be responsible for the satisfactory and regular supply of service as required in keeping with exigencies of work at well in three shifts, for the entire duration of work for each individual well as stipulated in para (2) above and /or as instructed from

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time to time. To ensure above, the contractor or his authorised competent representative must visit work sites very frequently, and should be present at the well sites during work emergencies as and when instructed by HOD(Chemical) or his representatives. The company shall be at its liberty to make good any failure on the contractor's part (arising out of - (a) unsatisfactory and/or break in supply of services and (b) supply less number of Labourers per shift/day of service) which will result in service by engaging any other agency or agencies at the contractor's cost and penalise him a token penalty of around Rs.1,000/- (Rupees one thousand) only per shift of 8 (eight) hours duration. In addition to above if there is any shut down of the rig due to non-availability of services or unsatisfactory services, the company shall be at liberty to penalise the contractor for the actual periods of shutdown at the rate calculated by the company. In this connection, decision of the company shall be final and binding on the contractor.

13. The contractor shall have to make his own arrangement at his own cost for all allied jobs in connection with working inside Arunachal Pradesh, such as procurement of innerline permits, Transport of labourer including housing, water supply and Medical facilities etc.

14. The contractor must observe all rules and regulations as prevailing in Assam and Arunachal Pradesh from time to time.

15. The contractor must have an established office and adjacent to the motorable road and in easily accessible area nearest to OIL's Industrial Gate (maximum within about 2 km) at Duliajan, so that the contractor can be contacted in odd hours as and when required. Additionally the contractor must keep competent representative in all the operational areas in Assam and Arunachal Pradesh. Preferably, contractor's office should have a P&T telephone for easy contact arising out of operational requirement at odd hours.

16. No labourer will be allowed to work in any worksite without proper safety gears as per safety norms of OMR 1984. In case of shut down of operation occurred due to noncompliance of safety norms by the contractor, the amount of loss on working hour of operation will be deducted from contractor's monthly bill as decided by the company. Further, company will reserve the right to take any action on the contractor to the extent of cancellation of the contract at any point of time for noncompliance of safety norms as mentioned above.

17. The Contractor shall not engage any person for carrying out OIL's job on the following grounds :-

- a) On attaining the age of 60 (Sixty) years.
- b) If the person is medically unfit
- c) If found guilty on account of misconduct etc.
- d) If below the age of 18 (Eighteen) years.
- e) If does not possess a valid Industrial Gate Pass.
- f) Non-observance of safety rules.

18. The contractor should engage preferably local persons to carry out various jobs laid down in the contract.

19. Contractor/or his representative should report to GM-Chemical or his representative daily to enquire his job requirement.

20. The contract shall be valid for a period of two (02) years from the date of commencement of work-order. Further, on expiry of these two years, the same contract may be extended for another one (01) year at the same rates, terms and conditions of the agreement if so desire by the company.

21. It will be mandatory for the contractor to pay the monthly wages to all the WCLs within seventh (7) day of following month irrespective of receiving monthly bill by that time since contractor should have requisite financial standing as per BRC criteria. Otherwise the company will be at liberty to take appropriate action to the extent of cancellation of the contract.

22. The contractor must obtain entry permit from CISF Commandant/Head-Security of OIL, for all his labourers to enable them to work inside the installation after making proper police varification.

23. Any major or minor accident that may occur during duty hours, the contractor shall be responsible and bear the cost of any/all medical facilities required.

24. The contractor must have previous experience in operating similar labour contract.

25. No contract worker will be allowed to enter the work premises if he wears loose dress/clothing or comes barefoot or without proper PPE. Contractor should ensure that his worker comes to duty with proper, safety gears. Supervisor or Officer-in-charge will be at liberty to return a worker for not wearing safety shoe.

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26. Observance of safety regulation by contract workers deployed in the work premises is mandatory. Any contract worker, if found violating the safety regulation or otherwise found unsuitable for working in a hazardous area, shall be removed immediately and replaced by a suitable worker by the contractor.

27. The Contractor shall be responsible for the Health and Safety of his workpersons.

28. The Contractor shall provide the Health Certificate of each workperson engaged by him from a Govt. or Registered Doctor.

29. The Contractor must submit the details of the workpersons engaged by him along with their passport size photograph in proforma E of OMR 1984.

22. The bidder should quote considering the minimum wage rate of Rs 222/-(rupees two hundred seven)per day prevailed for unskilled labours in the state of Assam.

Payment terms :

23. Contractors must pay the prevailing minimum wages to the labourers. Non- compliance of the will lead to termination of the contract.

24. Time to time statutory increase of minimum wages rates as specified by RLC/ALC shall be complied strictly by contractor.

25. PF contribution , under the Employees Provident Fund and Miscellaneous Provisions Act, 1952, of labourers/month shall be complied and necessary documents of the same shall be furnished to the department along with the monthly bills and unless furnished, the monthly bill will not be processed and necessary action shall be taken against the contractor for non-compliance of the same.

26. Monthly wages payment of the previous month to the labourers shall be made on or before 7th day of every corresponding month and the same shall be strictly complied by the contractor.

27. The bidder(s) must also indicate the following :

- a) Bank Account number together with name of the Bank and branch.
- b) PAN Number from Income Tax Authority.
- c) Service tax Registration No. (if the services under this tender comes under service tax)
- d) AGST Registration No.
- e) P.F.Code No.

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28. Bidders(s) must also furnish the following (wherever applicable) :

- a. NAME OF FIRM
 - b. DETAIL POSTAL ADDRESS
 - c. TELEPHONE NO.
 - d. MOBILE NO.
 - e. E-MAIL
 - f. FAX NO.
 - g. CONTACT PERSON
 - h. CONTACT PERSON#S CONTACT NO.
 - i. TAX EXEMPTION CERTIFICATE NO. (If any, Self Attested copy required)
 - j. CST REGD.NO. (If any, Self Attested copy required)
 - k. LOCAL SALE TAX REGD.NO. (If any, Self Attested copy required)
 - l. PAN NO. (Self Attested copy required)
 - m. VAT REGD. NO. (Self Attested copy required)
 - n. BANK ACCOUNT NO.
 - o. BANK ACCOUNT TYPE
 - p. BANK NAME
 - q. BANK ADDRESS
 - r. SERVICE TAX REGD.NO. (Self Attested copy required)
 - s. P.F. CODE NO. (Self Attested copy required)
(Or a declaration by the bidder that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be the responsible of the successful bidder only and not the company)
 - t. VENDOR NO. With OIL (IF AVAILABLE)
-

IFB No: CDI 5864P15

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT- DIBRUGARH (ASSAM), PIN- 786602

(Part-IV)

Not applicable for this tender.

Safety Measures
PART-V

**TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

MUD AND CHEMICAL HANDLING SERVICES AT DRILLING AND WORKOVER WELLS IN OIL'S OPERATIONAL AREAS FOR A PERIOD OF TWO YEARS.

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 on the jobs 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.. 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.

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 _____

FOR & ON BEHALF OF BIDDER

DETAILS OF BIDDER and some check points in addition.

1. Name of Bidder	
2. Detail Postal Address	
3. Telephone No. (if available)	
4. Mobile No.	
5. Valid e-mail	
6. FAX No. (if available)	
7. Contact Person	
8. Contact Person's Contact No.	
9. PAN (Self attested copy required)	
10. Bank Account No.	
11. Bank Account Type	
12. Bank Name	
13. Bank Address	
14. VAT Registration No.	
15. Service Tax Registration No. (Self attested copy required)	
16. PF Code No. (Self attested copy required)	
17. Vendor Code (if available)	
<u>18. Bid validity for 180 days from B.O.D</u>	
<u>19. Validity of BID SECURITY if submitted in form of BANK GUARANTEE should be 210 days from B.O.D</u>	

FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other format acceptable to Oil India Ltd.

To:

M/s. OIL INDIA LIMITED,
For Head(Contracts),
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI 5864 P15** KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*Rs. _____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.
SEALED with the common seal of the said Bank this ____ day of _____ 2015.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed Rs. _____
- (ii) This Bank Guarantee shall be valid only up to ____/____/____
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before ____/____/____

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

* The Bidder should insert the amount of the guarantee in words and figures.

**** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid (Minimum up to 14.09.2015).**

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **IFB No. CDI 5864P15** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the

transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

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

**Section 8 - External Independent Monitor/Monitors
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date .

Witness 2 :

