



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

NEF PROJECT

P.O. - Duliajan, Pin -786 602

Dist.- Dibrugarh, Assam, INDIA

E-mail: nef@oilindia.in

TEL: (91) 374-2807461/62

FAX: (91) 374-2801799

COVERING LETTER

M/s. _____

Sub: E-Tender No. CNI8344P16 to hire man-management services for day-to-day operations and maintenance of Company's temporary stores yard/pipe yard at Sihhmui near Sairang in Aizawl, Mizoram.

Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliajan, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Mizoram, Assam and Arunachal Pradesh, but have also extended its activities in different parts of India and abroad. Company's Headquarter at Duliajan is well connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0** In connection with its ongoing drilling and exploration activities for hydrocarbons in the state of Mizoram, OIL's NEF Project has lease hired a suitable space/plot of land at Sihhmui near Sairang (20 Km from Aizawl town towards Lengpui Airport) in Aizawl District for use and established a temporary Stores Yard/Pipe Yard on it. **The Company now intends to hire Man-Management Services for day-to-day Operations and Maintenance of the said premise (Stores Yard at Sihhmui near Sairang) including security services for an initial period of two year with a provision for further extension on same rates, terms and conditions at the option of Company.**
- 3.0** View above, firm & competitive Bids are invited **ONLINE** from the eligible, interested domestic bidders only under **Single Stage Composite Bid System** (Technical Bid and Price Bid together) through OIL's e-Procurement site: **<https://etender.srm.oilindia.in/irj/portal>** for the aforesaid services as detailed in enclosed ANNEXURE-I. Rates/Prices to be quoted strictly as per format prescribed vide enclosed ANNEXURE-II. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

- (i) IFB No./E-Tender No. : CNI8344P16 dated 28.08.2015
- (ii) Type of Bidding : Online-Single Stage-Composite Bid System
- (iii) Tender Fee : INR 2,000.00 (Rupees Two Thousand)**
- (iv) Bid Closing Date & Time : 30th September, 2015 (11:00 HRS IST)**
- (v) Bid Opening Date & Time : 30th September, 2015 (14:00 HRS IST)
- (vi) Bids to be addressed to : Bids must be uploaded online in OIL's E-procurement portal addressing to:
HEAD - NEF
NEF Project, Oil India Limited,
P.O.- Duliajan -786602, Assam, India.
- (vii) Bid Opening Place : Office of the HEAD - NEF
NEF Project, Oil India Limited,
Duliajan -786602, Assam, India.
- (viii) Bid Security Amount : INR 15,000.00 (Rupees Fifteen Thousand)**
- (ix) Amount of Performance Security : 7.5% of the total evaluated contract cost
- (x) Duration of the Contract : 24 Months from commencement
- (xi) Quantum of Liquidated Damage for default in timely Mobilisation : 0.5% of total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5%.
- (xii) Original Bid Security to be submitted: HEAD-NEF
NEF PROJECT, OIL INDIA LIMITED
DULIAJAN - 786 602, ASSAM, INDIA

4.0 GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:

- 4.1 Bidders can click on **Guest** login button in the e-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in or phone: 09954486025 (mob) or Mr. Balen Bharali at balen_bharali@oilindia.in , Phone: 9883687738 (mob).
- 4.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.

- 4.3 Tender Document will not be issued in physical form by Company. The interested Bidder can submit the Tender Fee online through OIL's payment gateway or submit their application expressing intension for participation against the tender to HEAD - NEF, NEF PROJECT, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID. Such applications must be accompanied with a demand draft towards the non-refundable **Tender Fee of INR 2,000.00** (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. The application and tender fee in original must be submitted at the aforesaid address of Company between **4th September, 2015 and 23rd September, 2015** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. OIL's regular vendors/Contractors who are already having USER-ID (Vendor Code issued by OIL) and PASSWORD shall not be issued separate USER-ID & PASSWORD against this tender, but they have to register themselves through e-portal against this tender using their existing USER-ID & PASSWORD and submit the requisite tender fee either online or offline.

5.0 IMPORTANT NOTES:

- 5.1 Bidders, upon submission of Tender Fee, shall be required to upload their most competitive Bids **on-line** using their USER-ID & PASSWORD under single stage composite bid system (Technical & Commercial Bids together) through OIL's e-Tendering Portal upto **11:00 hrs** (IST) (Server Time) on the **bid closing date** as mentioned above. The composite Bids shall be opened on the scheduled date of Bid opening at **14:00 hrs** (IST) in the Office of HEAD-NEF, NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend.
- 5.2 However, if the above mentioned closing / opening date of the tender happens to be a non-working day due to Bandh/Strike etc. at Duliajan or any other reason, the bids shall be received/opened on the following full working day and the timings shall be maintained same (i.e., Bid Closing at 11:00 hrs and Bid Opening at 14:00 hrs.).
- 5.3 Bids in the form of physical documents shall not be accepted. The bid alongwith other supporting documents as called for must be uploaded online through OIL's e-procurement portal, except the following documents, which shall be submitted in physical form (hard copy) in sealed envelope addressing to HEAD-NEF, NEF Project, Oil India Ltd, Duliajan-786602, Assam, India. The envelope should be duly superscribed with OIL's Tender No. & Bid Closing Date and marked as "Original Bid Security" and must be received in OIL' NEF Office before scheduled Bid Opening time.
- (a) Original Bid Security
 - (b) Printed catalogue/literature as applicable to the tender.
 - (c) Power of attorney for signing the Bid
 - (d) Any other document required to be submitted in original as per tender stipulations.

Note: The envelope containing above documents including the original Bid Security must reach HEAD-NEF at above address on or before 14:00 hrs. (IST) on the scheduled Bid Closing Date, failing which the bid shall be rejected. A scanned copy of Bid Security may also be uploaded alongwith the Technical bid in OIL's e-portal.

- 5.4 The Technical Bid alongwith all technical documents related to the tender should be uploaded under **“Technical RFx Response”** Tab. Bidders to note that no price/cost details should be uploaded in “Technical RFx response” Tab page. Details of Price/Rates as per Price Bid Format/Price Bid can be uploaded as Attachment option either under **“Notes & Attachments”** tab or “Technical RFx response” Tab.
- 5.5 At any time prior to the deadline for submission of bids, Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an addendum, which will be uploaded in OIL’s e-portal and also shall be communicated to all such parties who purchased the tender documents.
- 5.6 In the event of receipt of only a single offer within the scheduled bid closing date, Company reserves the right to extend the BC date as may be deemed fit. The Bidder who submitted the bid will not be permitted to revise their quotation during such extended period, if any.
- 5.7 All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender, if any, shall be hosted only on the OIL’s website www.oil-india.com as well as in the e-tender portal and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal of OIL INDIA LTD. to keep them updated in this regard.

6.0 BID SECURITY/ EARNEST MONEY:

- 6.1 Bidders shall submit requisite Bid Security of **INR 15,000.00** (Rupees Fifteen Thousand) only in the form of Demand Draft/Banker's Cheque/Bank Guarantee (Refer format vide PROFORMA-I) from a Nationalized/Scheduled Indian Bank in favour of **OIL INDIA LIMITED** & payable at **DULIAJAN**. Bids without Bid Security in manner specified above shall be summarily rejected. Bid Security shall not earn any interest to the bidder from the Company.
- 6.2 SEALED ENVELOPE containing **the original Bid Security** (EMD) shall be marked/superscripted with the Tender Number & Description of Service as above and shall be addressed to **HEAD-NEF, NEF PROJECT, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602** or dropped in the TENDER BOX placed at the OFFICE OF THE HEAD-NEF, NEF PROJECT, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602 (same address as above) on or before **2.00 PM** on the schedule date of Bid Closing/Opening. Bidders may also send their Bid Security by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the bidder.
- 6.3 Bid against which the original **Bid Security** as above is not received in time shall be treated as invalid and summarily rejected, except from the bidders who are exempted from submission of EMD. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted/accepted. Also, adjustment of Bid Security out of the outstanding dues from Company or on any other account shall not be permitted.
- 6.4 A scanned copy of Bid Security may also be uploaded online alongwith the Bid (for record purpose).
- 6.5 Successful bidder’s Bid Security will be returned/refunded upon their signing the contract and submission of Performance Security. Bid Security of all unsuccessful bidders will be returned within 30 days of expiry of the period of bid validity.

6.6 However, the Bid Security may be forfeited in any of the following cases -

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) agreed by the Bidder;

Or

(b) If a successful bidder fails or refuses:

(i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.

(ii) To furnish Performance Security.

(iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

7.0 BID VALIDITY: Bidders are requested to keep their bid valid for 90 days from the date of scheduled tender opening for acceptance and award of contract by Company. Bid with inadequate validity shall be rejected.

8.0 We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(U. N. JENA)
CHIEF MANAGER (MATERIALS)-NEF
FOR HEAD - NEF

ANNEXURE-I

**MAN-MANAGEMENT SERVICES FOR DAY-TO-DAY OPERATIONS AND
MAINTENANCE OF COMPANY’S TEMPORARY STORES YARD/PIPE
YARD AT SIHHMUI NEAR SAIRANG IN AIZAWL, MIZORAM**

(TENDER NO.: CNI8344P16)

SCOPE OF WORK, BEC/BRC AND GENERAL TEMS

1.0 SCOPE OF WORK:

1.1 The Contractor/Service Provider shall engage suitable manpower as listed below for performing day-to-day operations & maintenance including security services for Company’s Stores/Pipe Yard at Sihhmui near Sairang in the district of Aizawl, Mizoram throughout the currency of contract.

Srl. No.	Position	Category	Quantity	Duty Timing
1	Skilled manpower for Clerical jobs in Office	Skilled	1	Eight (8) hours a day from 08:00 AM to 04:00 PM.
2	Un-skilled manpower for miscellaneous maintenance jobs including materials handling.	Un-Skilled	4	- DO -
3	Security Personnel	Semi-Skilled	6	Two (2)Persons per shift on eight (8) hourly shift basis a day.
4	Sweeper	Un-Skilled	1	Eight (8) hours a day from 08:00 AM to 04:00 PM.

1.2 As required by Company, the Contractor/Service Provider shall have to engage a total of twelve (12) work-persons as above, who will be reporting to Company’s designated Engineer/Officer for day-to-day operations and maintenance of the Stores Yard/Pipe Yard at Sihhmui near Sairang in Mizoram. The personnel to be deployed by the Contractor/Service Provider under this agreement shall be engaged for Company’s work for a normal duty of eight (8) hours a day. However, in case of work exigency on any day, Company reserves the right to extend the duty hours for any work-personnel beyond eight hours, for which the Contractor shall be entitled for claiming over-time as provisioned in the Price Bid Format herein. Company also reserves the right to change/alter the timing of normal duty hour (08:00AM – 04:00PM) suitably, if need be arisen, depending upon local situation for the best interest of all. For better co-ordination/understanding of office jobs, the Contractor shall not change/replace the personnel listed under Srl. No. 1 (Office Clerks) of above table without Company’s prior permission.

- 1.3 The Stores Yard/Pipe Yard is located at Sihhmui near Sairang (approx. 1 KM on Aizawl Airport Road from the junction point of NH-54 & 44A in Mizoram. It is approx. 20 Km from the Aizawl town towards Lengpui Airport. Company has established a Pilot godown/pipe yard here for temporary use in connection with its ongoing exploratory drilling campaign in NELP-VI Block (MZ-ONN-2004/1) in Mizoram to maintain continuous supply of drilling consumables like tubular items and other drilling accessories/tools/equipment as may be required for uninterrupted drilling activities. These items are planned to be transferred from OIL's Central Stores at Duliajan, Assam to Sihhmui Stores Yard for temporary storage and issue to well sites as and when required. The operations are expected to last for around two years period. The manpower intended to be engaged under this contract by the Contractor/Service Provider shall be associated with operations and maintenance of this temporary supply base/pipe yard under supervision of Company's competent Engineer/Officer in connection with receipt, storage, maintenance & house-keeping and issue of materials/stores with proper documentation thereof.
- 1.4 To facilitate activities and handling of heavy materials at the Pipe Yard, Company has made arrangement for proper Cranes & heavy vehicles as per requirements. However, compliance to all safety regulations/precautions, whether statutorily required or otherwise, shall be strictly followed by the personnel to be engaged by the Contractor/Service Provider. Maintaining discipline, decorum and honesty will be of prime importance for the personnel to be deployed under this contract. **The Contractor must provide appropriate uniforms to the Security Personnel to be deployed by them. Safety gadgets/PPE (Personal Protective Equipments viz; duly approved Safety Boot, Gum Boots, Hand Gloves and Industrial Safety Helmet, Rain Coat) to the engaged material handlers/unskilled labourers as per laid down PPE Schedule of the Company shall be provided by Contractor without any extra cost to Company. Without safety gadgets/PPE, Contractor's personnel shall not be allowed to work inside Company premise.** Boarding, lodging, local transportation (conveyance to attend office etc.), Insurance and Medical benefits etc. of the manpower engaged under this contract shall be solely to the responsibility of the Contractor/Service Provider. OIL shall not be responsible for any such facility and shall not bear any cost on these accounts, whatsoever. Payment of monthly wages to the work-persons under the contract shall be made by the Contractor/Service Provider, which shall not be less than the minimum wages determined by statutory government authority, in this case, Secretary to the Govt. of Mizoram, Labour, Training and Industrial Training Department for skilled, semi-skilled and un-skilled work-persons respectively.
- 1.3 The Operation, Maintenance and Security Services for Company's Stores Yard at Sihhmui, Aizawl will be on seven days a week requirement throughout the contract period, for which the expected job profiles of aforesaid categories of work-persons are broadly detailed below, which the Service Provider must ensure and render without fail.
- (a) **Security Personnel (Semi-Skilled):** Security personnel are to be engaged by the Contractor/Service Provider on **eight (8) hours shift basis** to keep watch and ward of the premise/property and to ensure restricted entries to the premise. Two (2) Security personnel **with proper uniform** must be deployed in each shift without fail throughout the contract duration **round the clock**. Security personnel to be engaged by the Service Provider must be of sound physical and mental health and they must ensure that no unauthorized persons/vehicles enter the Stores Yard at any point of time. The Contractor/Service Provider must ensure that OFF days and Holidays are availed by the Security Personnel as per applicable laws, Govt. rules/guidelines and suitable replacements are deployed on those days to ensure uninterrupted watch & ward of the premise.

- (b) **Clerical Personnel (Skilled):** The Personnel so deployed for Office work/ Clerical jobs, should possess sound physical and mental health, having at least 10+2 pass or equivalent educational qualification. The clerk must have adequate computer knowledge with particular emphasis on MS-office and MS-excel. He must be proficient in record keeping with decent command over English language. He would be deployed in general shift of eight (8) hours from 8.00AM to 4:00PM (subject to change) on six days a week (except Sunday & National Holidays). Overtime per hour beyond the aforesaid normal duty of 8 hours shall be payable in case the staff is engaged for extra time due to work exigency on any day, which needs to be duly certified by Company's Officer/Engineer-in-charge.
- (c) **Material Handler/Maintenance Staff (Un-Skilled):**The Material Handling & Maintenance Staff so deployed (4 Nos.) should possess sound physical and mental health and will report to the Office/Engineer-in-charge during general duty of eight (8) hours from 8:00AM to 4:00PM (subject to change) on six days a week basis (except Sunday & National Holidays). Overtime per hour beyond the aforesaid normal duty of 8 hours shall be payable in case any/all of them are engaged for extra time due to work exigency on any day, which needs to be duly certified by Company's Officer/Engineer-in-charge. Their jobs will broadly include:
- (i) Handling, shifting, placing of materials (only those items which are capable of being handled manually i.e., light weight) as per instructions/directive & supervision of Officer/Engineer-in-charge of Company.
 - (ii) To assist the clerical/office staff and Company's Officer/Engineer-in-charge in discharging day-to-day operation & maintenance of the Stores Yard/Pipe Yard at Sihhmui, Sairang.
 - (iii) General maintenance and upkeepment of the Stores Yard/Pipe Yard including office building/shed, fencing, plinth/hard-standing areas & the landscape etc.
 - (iv) Any other jobs as to be assigned by Company representative/Officer/Engineer-in-charge on day-to-day basis.
- (d) **Sweeper:** Besides maintaining health, hygiene and general cleanliness of the premise, the Contractor/Service Provider is required to engage one Sweeper for regular cleaning including sweeping/mopping with disinfectant and antiseptic of office, bath & toilets etc. on six days a week (except Sunday & National Holidays) during general shift hours from 8:00AM to 4:00PM (subject to change). Overtime per hour beyond aforesaid normal duty of 8 hours shall be payable in case the person is engaged for extra time due to work exigency on any day, which needs to be duly certified by Company's Officer/Engineer-in-charge. Sanitary items including soaps, disinfectants, broom & mooper etc. will be provided by Company as per requirement.
- 1.4 The Contractor/Service Provider must ensure that the personnel engaged by them for execution of services under this contract wear proper dress/uniform/PPE and maintain discipline on duty.

- 1.5 Except as otherwise hereinafter stated, the selection, replacement and remuneration of the personnel to be deployed under this contract shall be determined by the Service Provider/Contractor. Such employees shall be the employees solely of the Contractor/Service Provider. The Contractor/Service Provider shall ensure that its personnel are competent, efficient, honest and of satisfactory moral conduct to carry out the assigned jobs to the satisfaction of Company. Company will not be responsible for any requirement of the personnel to be engaged against this contract. All such requirements including boarding, lodging & conveyance etc. shall be the responsibility of the Contractor/Service Provider.
- 1.6 The Service Provider shall normally not change the working hands without consent of Company's authorized representative. However, the Service Provider must immediately remove and replace any of their personnel, who in the opinion of Company, is incompetent/negligent/of unacceptable behaviour or whose deployment is otherwise considered by Company to be undesirable.
- 1.7 Prior to actual deployment of the personnel under the contract, the Service Provider/Contractor must ensure proper police verification for all of them and submit bio-data with photo identification to Company for record. The Service Provider/Contractor may also issue photo-identity cards to their personnel for their convenience, if considered necessary.
- 1.8 The Contractor/Service Provider must maintain an office in Aizawl, manned by at least one suitable representative, who shall act on behalf of the Contractor/Service Provider in connection with execution of this contract and resolve issues related to day-to-day functioning. The representative of Contractor/Service Provider must liaise with Company's nominated Engineer/Officer-in-charge on regular basis and carry out/implement all instructions/guidance, if any, from time to time during the tenure of contract.

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

2.1 BID REJECTION CRITERIA (BRC):

The bid must be submitted online through OIL's e-Procurement portal and 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 bidder without which the bid shall be considered non-responsive and rejected:

- i) The bidder's average Annual Financial Turnover for last three (3) accounting years, ending 31st March 2015 should be at least Rs. 8,91,000.00 (Rupees Eight Lakh Ninety One Thousand) only.
- ii) For proof of Annual Turnover, any of the following documents must be submitted along with the bid.
 - a) A certificate issued by a practicing Chartered/Cost Accountants' Firm highlighting the Annual Turnover for last three (3) accounting years and the nature of business of the Bidder. The Chartered/Cost Accountants' Firm must incorporate their registration/membership Code No. on the certificate issued by them with their official seal.
 - b) Self certified photocopies of Audited Balance Sheet and Profit Loss accounts for last three accounting years, ending 31st March, 2015.

- iii) The Bidder must have experience of executing at least one similar manpower supply contract (either ongoing or completed) with Central or State PWD, NRL, ONGCL, OIL, IOCL, MES or any other govt. organization or Public Sector Undertakings during last five years preceding the scheduled bid closing date of this tender. Documentary evidence in this regard must be submitted in the form of completion certificates/experience certificates/payment certificate issued by such organization/client or any other document that can substantiate the above experience criteria.
- iv) The Bidder must quote for all the items provisioned in Price Bid Format (ANNEXURE-II), failing which the offer shall be treated as incomplete and thus rejected.
- v) The bidder must have an office in Aizawl as on the bid closing date of the Tender. Detailed mailing address of the office, Name of contact person and telephone number etc. must be furnished alongwith the bid.
- vi) Bidders should furnish the details of their PAN, PF Code and Service Tax registration certificates as applicable alongwith the Bid. In case any of these certificates is not applicable to a bidder, the same should be confirmed in their bid.
- vii) Bid Security/Earnest money as called for must be submitted in original alongwith the Bid. Bid not accompanied by the bid security (except from Bidders who are exempted) shall be treated as invalid and rejected outright.
- viii) Bids in physical form (hard copy), unsolicited offers and Bids with insufficient validity shall be rejected outright.
- ix) Bidder must categorically confirm in their Bid that they have quoted rates considering the Minimum Wages Act. including any possible variation that comes into effect during the tenure of contract. In case the quoted rates are ascertained by Company to be lower than the prevailing minimum wages notified by Government, the bid will be straightway rejected.

NOTE: Non-submission of documents as above shall result in rejection of bids.

2.2 BID EVALUATION CRITERIA (BEC):

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- i) The Bidders are requested to quote their rates strictly as per **ANNEXURE-II**, enclosed herein. Bids shall be evaluated accordingly to ascertain the inter-se-ranking of the bidders considering two years contractual duration based on the total bid price.
- ii) In case of any arithmetical error(s) in the Price Bid, i.e., any discrepancy between unit rate and amount/total value, the unit rate(s) quoted by bidder shall prevail and total amount/value shall be corrected accordingly.
- iii) In case, L-1 bidder happens to be more than one, contract will be awarded on the basis of draw of lots (lottery) and the decision of Company in this regard shall be final & binding on bidders.

3.0 GENERAL CONDITIONS:

- 3.1 The Contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.
- 3.2 The Contractor/Service Provider shall ensure full compliance of various Indian Laws and Statutory Regulations including up-to-date amendments thereto, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract:
- a) The Mines Act-as applicable to safety and employment conditions,
 - b) The Minimum wages Act, 1948
 - c) The Workmen's Compensation Act, 1923
 - d) The Payment of Wages Act, 1963
 - e) The Payment of Bonus Act,1965,
 - f) The Contract Labour (Regulation & Abolition) Act.1970, and the rules framed their under.
 - g) The Employees Pension scheme, 1995
 - h) The Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service)
 - i) The Employees Provident Fund & Miscellaneous Provisions Acts, 1952
 - j) Service Tax Act
 - k) Income Tax Act
- 3.3 The Contractor/Service Provider shall make payment of wages to the work-persons deployed by them for execution of this service agreement. The wages and emoluments for the work-persons shall not be in any case less than the amount prescribed by statutory authorities from time to time considering Minimum Wages Act etc. Consequences on account of violation of statutory law, rules and regulations in this regard shall be solely to Contractor's/Service Provider's account. Company shall in no way be responsible or liable for payment or otherwise in any manner or on any account to the persons engaged by the Service Provider to carry out the services herein mentioned. Further, it shall be the responsibility of Service Provider to comply with all provisions of law relating to engagement of contract personnel or any other Act or statute not hereinabove mentioned but having bearing(s) over engagement of workers directly or indirectly. The Contractor/Service Provider shall be the employees' Principal Employer for all intents and purposes in relation to their employment. However, in case any violation of statutory law/rules/regulation by the Contractor/Service Provider is brought to the notice of Company, which amounts to financial claim/penalty, Company shall be at liberty to deduct such amount from the Contractor's/Service Provider's monthly bill or from their Security Deposit/ Performance Security and furnish the same to the respective statutory authority under reference to the Contractor/Service Provider.
- 3.4 The Contractor/Service Provider must maintain relevant records of such service hands engaged for execution of the jobs under the contract, which may be called for verification by Company or other agencies. In the event of failure on the part of Contractor/Service Provider to perform the duties in the manner as desired and/or does not comply with the contract provisions, Company shall have the right to deduct such amount deemed fit or feel appropriate as penalty. The amount of such deduction will be on pro-rata basis of the value of the contract. The decision of Company in this regard will be final and binding on the Contractor/Service Provider.
- 3.5 Any replacement/substitution of work-person, whether for short duration or otherwise, must be made with prior consent of Company's designated Officer. It will be the sole obligation of the Contractor/Service Provider to ensure that the services are not suffered in any manner due to such replacement/substitution.

- 3.6 The Service Provider shall ensure strict compliance/observance of rules & regulations set by Company for the premise.
- 3.7 The Service Provider will not allow/permit/carry out any unauthorized use/entry to the premises and will not carry on or permit/allow others to indulge in any undesirable, unlawful, obnoxious and illegal activities within the premises.
- 3.8 The Contractor/Service Provider shall duly insure all their persons engaged in pursuance of the agreement against accident, sickness and agree to indemnify Company and employees of Company against all liabilities in this regard. The Contractor/Service Provider shall further accept liability and shall indemnify the Company and employees of Company against any liability, claim, proceeding expenses or losses in respect of personal injury and/or death of any of their person engaged under this contract.
- 3.9 The Company reserves the right to increase or to reduce the services/number of personnel and consequently the Contractor/Service Provider would be entitled for payment on pro-rata basis.

4.0 FORCE MAJEURE:

- 4.1 In the event of either party being rendered unable by “Force Majeure” to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such “Force Majeure” will stand suspended as provided herein. The word “Force Majeure” as employed herein shall mean acts of God, war, revolt, agitation, strikes (not by the employees engaged by Contractor under this contract), riot, fire, flood, sabotage, civil commotion, change in Govt. policy etc. which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 4.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 4.3 Should “Force Majeure” condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract if such “Force Majeure” condition continues beyond thirty (30) consecutive days with prior written notice. Should neither party decide to terminate the contract even under such condition, no payment would apply for such loss of time unless otherwise agreed to. However, the time for performance of the relative obligation so suspended on account of “Force Majeure” shall then stand extended by the period for which such cause lasts.

5.0 TERMINATION:

- (a) If the Company considers that, the performance of the Contractor/Service Provider does not comply with the scope of work adopted in the contract or determined to be not satisfactory any time during the currency of contract, the Company shall notify the Contractor in writing and specify in details the cause(s). The Company shall have the option to terminate this Contract by giving fifteen (15) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

- (b) The Company also reserves the right to terminate the contract in/for its convenience at any time during the contractual validity. Such notice of termination shall specify that the termination is for the Company's convenience and the exact date on which such termination becomes effective, which shall not be less than fifteen (15) days from the date of notice. Should Company exercise this right, such termination of convenience will neither call for forfeiture of Performance Security nor the Contractor/Service Provider will be entitled to any damages or compensation whatsoever, except payment for the services already rendered satisfactorily till the date and time of termination.

5.1 Consequences of Termination:

- (i) In all cases of termination herein set forth the obligation of the Company to pay the charges shall be limited to the period upto the date of termination and the Contractor will not be entitled to any damage or compensation on account of termination.
- (ii) Notwithstanding the termination of this contract, the Contractor shall reasonably continue to be bound by the provisions of this contract that reasonably require some action forbearance after such termination.

6.0 SETTLEMENT OF DISPUTES AND ARBITRATION: All disputes or differences whatsoever arising between the parties out of or relating to the work/services, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

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

8.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of submission of bid, 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 through liability of taxes & duties (other than personnel & corporate taxes) on account of the operation under the Contract, the Company/ Contractor shall reimburse/pay Contractor/Company for such additional/reduced costs actually incurred.

9.0 INDEMNITY AGREEMENT:

- 9.1 The Contractor/Service Provider agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Contractor/Service Provider's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

9.2 The Company agrees to protect, defend, indemnify and hold the Contractor/ Service Provider harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

10.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by the Company or the Contractor/Service Provider shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

11.0 DURATION OF AGREEMENT: The Contract shall become effective from the date and time Company notifies the successful bidder/Contractor through a letter of award (LOA) confirming acceptance of their Bid and award of contract in their favour. On receipt of such LOA from Company, the Contractor/Service Provider shall submit the details of their personnel to be deployed and mobilize all requisite manpower within fifteen (15) days of LOA issued by Company. The date of mobilisation shall be treated as date of commencement of contract. The contract shall remain valid for an initial period of two (2) years from the date of commencement, with a provision for further extension upto maximum one year on same rates, terms and conditions at the option of Company. Any extension thereafter will be on mutually agreed terms and conditions between the parties. However, Company reserves the right to terminate the agreement early, with written notice of minimum fifteen (15), without assigning any reasons whatsoever. The Contractor/Service Provider will be paid for the period of services rendered to Company's satisfaction prior to such termination, if any.

12.0 LIQUIDATED DAMAGES FOR DELAY IN COMMENCEMENT:

12.1 In the event of default by Contractor/Service Provider in mobilizing their manpower to commence the job execution as per agreed time schedule, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of the total contract value per week of delay or part thereof, subject to a maximum of 7.5% (seven & half percent) of the total evaluated contract cost.

12.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of such failure to mobilize and commence jobs within the stipulated period and forfeit the bank guarantee, besides taking decision to debar the Contractor/vendor.

13.0 PERFORMANCE SECURITY:

13.1 Within two weeks of issue of Notification of Award of the Agreement by Company, the successful Bidder (Contractor/Service Provider) shall furnish performance Security to the Company in the form of Demand Draft/Banker's Cheque or Bank Guarantee from a scheduled Indian Bank as per format provided in **PROFORMA-II** of this Bid document. The amount of Performance Security shall be 7.5% (Seven and half percent) of the total evaluated value of the Agreement. The Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing Bank's branch located in Duliajan (Assam). The proceeds of the Performance Security shall be payable to the Company as compensation or any loss resulting from Contractor's/Service Provider's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till one (1) month beyond the date of expiry of the Agreement. In the event of further extension of the duration of

contract, the Service Provider/Contractor will extend the validity of Performance Security accordingly to cover the period of extension.

- 13.2 The Performance Security will be returned to the Contractor/Service Provider upon its expiry after adjustment of compensation/loss, if any, due to the Company for any reason. The Performance Security shall not accrue any interest. In case of default on the part of the Service Provider, the Performance Security shall be forfeited in full or in part and the Contractor/Service Provider shall have no claim on this account whatsoever.

14.0 INVOICING AND PAYMENT:

- 14.1 The Contractor/Service Provider will submit invoice/bill in triplicate to Company at the end of each calendar month for the services rendered during the month. The monthly bill/invoice must be accompanied with following documents:

- (i) Statement of attendance of the personnel duly certified by Company's Officer/Engineer-in-charge.
- (ii) Overtime Statement, if any, duly certified by Company's Officer/Engineer-in-charge.
- (iii) An Undertaking certifying that the payment for the month previous to bill period was made by the Contractor/Service Provider to the personnel engaged under this contract at the rate not less than the minimum wages notified by Government. This undertaking must also be supported by a copy of the relevant page of monthly register of wages as per Contract Labour (R & A) Act, 1970.
- (iv) Proof of PF deposit as applicable for the personnel as per Govt. guidelines.

- 14.2 All payments due to the Contractor/Service Provider will be released by Company within twenty (20) days of receipt of undisputed bill/invoice after necessary deduction/adjustment, if any, per electronic mode through bank. Bank charges as applicable shall be to Contractor/Service Provider's account.

- 14.3 Income tax as applicable shall be deducted from the monthly bill/invoice of the Contractor/Service Provider as per Income Tax rules.

- 14.4 Monthly running Bills/Invoices to be submitted in triplicate to Company's NEF Project Office at Duliajan from time to time incorporating the Agreement No./Work-order No., Bank particulars including account No. & RTGS/IFSC code etc. for processing timely payment. Service Tax Registration No. & PF Code as may be applicable should also be indicated in the monthly bills.

- 14.5 For smooth processing of first time payment against this contract, the Contractor/Service Provider is requested to submit the following additional documents alongwith their initial bill/invoice:

- (a) A photocopy of PAN Card
- (b) A photocopy of Service Tax Registration Number, if applicable.
- (c) A Cancelled Cheque of the Bank in which payment to be made.

**MAN-MANAGEMENT SERVICES FOR DAY-TO-DAY OPERATIONS AND
MAINTENANCE OF COMPANY’S TEMPORARY STORES YARD/PIPE
YARD AT SIHHMUI NEAR SAIRANG IN AIZAWL, MIZORAM**

(TENDER NO.: CNI8344P16)

PRICE SCHEDULE FORMAT

Bidders are requested to quote their all inclusive rates strictly as per following format for the services detailed in ANNEXURE-I.

Srl. No.	Particulars	Quantity (a)	Unit Rate (b) (INR)	Total Amount (c) = (a) X (b) (INR)
1	Lumpsum Monthly Charges per Skilled manpower for Clerical jobs in Office. (1 Persons X 24 Months)	24 Man-Months	<input type="text"/> Per person per month	<input type="text"/>
1(a)	Overtime per Hour per Skilled manpower for Clerical jobs in Office (for Srl. No. 1 above).	100 Man-Hours	<input type="text"/> Per person per hour	<input type="text"/>
2	Lumpsum Monthly Charges per Un-skilled manpower for miscellaneous maintenance jobs including materials handling. (4 Persons X 24 Months)	96 Man-Months	<input type="text"/> Per person per month	<input type="text"/>
2(a)	Overtime per Hour per Un-skilled manpower for miscellaneous maintenance jobs including materials handling (for Srl No. 2 above).	400 Man-Hours	<input type="text"/> Per person per hour	<input type="text"/>
3	Lumpsum Monthly Charges per Security Personnel (Semi-Skilled) (6 Persons X 24 Months)	144 Man-Months	<input type="text"/> Per person per month	<input type="text"/>
4	Lumpsum Monthly Charges per Sweeper (Un-Skilled). (1 Person X 24 Months)	24 Man-Month	<input type="text"/> Per person per month	<input type="text"/>
4(a)	Overtime per Hour per Sweeper (Un-Skilled) (for Srl. No. 4 above).	100 Man-Hours	<input type="text"/> Per person per hour	<input type="text"/>
TOTAL EVALUATED CONTRACT VALUE FOR TWO YEARS: [Sum Total of all above i.e., 1 to 4(a)]				<input type="text"/>

NOTE : 1. Duty Timings (Subject to change):

- (a) Skilled Clerks : General shift from 8:00AM to 4:00PM
(b) Un-Skilled Labours : - do -
(c) Semi-Skilled Security Guards : 2 Persons per shift a day i.e., 6:00AM to 2:00PM, 2:00PM to 10:00PM and 10:00PM to 6:00PM
(d) Un-Skilled Sweeper : General shift from 8:00AM to 4:00PM
2. Overtime per person per hour shall be payable only if the person is engaged by Company beyond the aforesaid duty period of 8 hours a day.
3. The Rates quoted above are all inclusive charges considering the rates prevailing as per minimum wages Act., the Scope of Work and Terms & Conditions as detailed in ANNEXURE-I herein. The quoted rates shall remain firm throughout the period of contract and are not subject to variation on any account whatsoever.
4. All taxes, duties, PF, HRA & Bonus etc. as may be applicable in line with various Acts and Govt. guidelines will be to Contractor/Service Provider's account and the same are included in the lump-sum monthly charges quoted above.
5. The "Unit Rate" of per person per month as quoted above means the all inclusive charges considering the minimum wages applicable for deployment of the respective person for a full calendar month.
6. Payment to the Contractor/Service Provider will be made on the basis of actual number of days for which services are availed satisfactorily by the Company on pro-rata basis for any part of a calendar month.

Signature :

Name :

Name & address of Bidder:

(Seal)

[illegible]

FORMAT FOR BID SECURITY (BANK GUARANTEE)

TO,

Oil India Limited
NEF Project
Duliajan
ASSAM - 786602

Whereas (Name of Bidder)..... (hereinafter called ‘the Bidder’) has submitted their Bid No. dated against OIL INDIA LIMITED, NEF PROJECT, DULIAJAN, ASSAM (hereinafter called the Company)’s Tender No. CNI8344P16 for providing Services of Man-Management for operation & maintenance of temporary Stores Yard/Pipe Yard near Sairang in Aizawl, Mizoram (hereinafter called ‘the Bid’).

WE KNOW ALL MEN by these presents that we (Name of Bank)..... of (Name of Country).....having our registered office at (hereinafter called ‘the Bank’) are bound unto the Company, in the sum of Rs. 15,000.00 (Rupees Fifteen Thousand) only for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this day of, 2015

THE CONDITIONS of this obligation 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 the acceptance of their bid by the Company during the period of bid validity :
 - (i) fails or refuses to accept the contract
 - (ii) fails or refuses to furnish the Performance Security

We undertake to pay to the Company up to the above amount upon receipt of their first written demand (by way of letter/fax/cable) without the Company having to substantiate their demand, provided that in their demand the 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 thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature & Seal of the Bank

PROFORMA-II

FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)

To,

Oil India Limited
NEF Project
Duliajan
ASSAM - 786602

WHEREAS M/s. / Sri (hereinafter called the Service Provider/Contractor) has undertaken, in pursuance of Contract No. dated/.... /..... to provide services for Man-Management of temporary Stores Yard/ Pipe Yard of OIL INDIA LIMITED at Sihhmui near Sairang in Aizawl, Mizoram (description of goods and services) “hereinafter called the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider/Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Service Provider/Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider/Contractor a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the Service Provider/Contractor, up to a total of *..... (amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Service Provider/Contractor to be in default under the contract and without cavil or argument and sum or sums within the limited of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of, 2015.

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

Date :

Signature of issuing authority of Bank with designation seal and seal of the bank.