

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

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

IFB No.	<b>CDI7308P16</b>
Description of Service	Maintenance Services of Seismic Camps during Seismic Survey operation for 2D &3D Seismic data in Normal areas/LD areas lying North/South of River Brahmaputra in Assam & Arunachal Pradesh for a period of three(03) years.
Type of Bid	<b>SINGLE STAGE TWO BID SYSTEM</b>
Period of Sale of Bid Document	<b>30.05.2015 TO 30.06.2015</b>
Bid Closing / Opening Date & Time	<b>07.07.2015 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	<b>Rs. 500.00</b>
Bid Security (EMD)	<b>Rs. 12,500.00</b> The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 06.02.2016)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time. A scanned copy of this document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

**2.0** For participation, the interested Bidder(s) should submit / send application along with the requisite Cost of Bid Document to reach the following address within the period of sale (inclusive both the days i.e. start date & end date) of Bid document :

**HEAD-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN,  
DISTRICT: DIBRUGARH, PIN- 786 602 (ASSAM)**

**2.1** Cost of Bid Document (Non-Transferable and non-refundable) is to be paid to Oil India Limited, P.O.- Duliajan, Assam-786602 by Demand Draft / Banker's Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan.

**2.2** In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: **CDI7308P16**

**Description of Services:** Maintenance Services of Seismic Camps during Seismic Survey operation for 2D &3D Seismic data in Normal areas/LD areas lying North/South of River Brahmaputra in Assam & Arunachal Pradesh for a period of three(03) years.

**2.3** Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.3 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

**4.0 SALIENT ELIGIBILITY CRITERIA:**

**4.2.1** Bidder must have experience of completing "similar nature" of job(s) of the following magnitude with PSU/Central Govt./State Govt. organization in last 7(Seven) years ending last date of the month previous to the one in which applications are invited. Should have successfully Completed similar works of value:-

- i. Three similar completed works costing not less than Rs. 9,97,000.00 each  
OR
- ii. Two similar completed works costing not less than Rs. 12,46,250.00 each  
OR
- iii. One similar completed works costing not less than Rs. 19,94,000.00

**Note - "Similar nature"** mentioned above means:

Bidder must have past experience in carrying out work such as cleaning/grass cutting/Cooking and servicing in mess/Water supply for toilets/bathroom/Handling of materials in godown/Handling of files/electrical services in the entire seismic camp/area in and around the explosive magazine.

**4.2.2** The bidders Average Annual financial turnover as per Audited Annual Reports for the last 3 (Three) years, ending 31st March-2014 should be at least Rs7,47,750.00.

**4.2.3** For proof of average annual turnover, any one of the following document/photocopy (attested/self attested) must be submitted along with the bid :

- (a) A certificate issued by a practicing chartered/ cost accountants firm with membership No. and firm registration No. certifying the annual turnover.  
OR
- (b) Audited copy of Profit and Loss account for last 3 year.

**4.2.4** For proof of requisite Experience, **any one** of the following document/photocopy must be submitted along with the bid: -

- i) In case of requisite Experience is an OIL's contract, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number/Workorder no. will not be accepted.
- (ii) In case Contract is not a OIL's Contract, Completion Certificate issued by competent authority of any other Public Sector Undertaking/ Govt. Department (for contracts successfully completed during the last seven years ending bid closing date), showing:
  - a. Gross value of contract job done (same nature of jobs as in para 4.2.1);
  - b. Contract number and date.
  - c. Nature of job done
  - d. Contract Period

4.2.5 The bidder must submit all necessary documents (duly self attested/attested) related to experience and turnover, otherwise bid will be rejected.

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

4.2.7 If rate quoted are found below the tendered labour wage rate for each day of work; bids will be rejected.

4.2.8 In case wage component is not furnished in Part-II (SOQ) ``Schedule of Work, Unit and Quantity`` by the bidder(s), bid(s) will be rejected. The bidder shall submit a break-up estimate / Line item wise along with the bid, on the basis of which he has quoted the rate amount.

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

**5.0** PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

**6.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**7.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**8.0** In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**HEAD- CONTRACTS**  
**FOR RESIDENT CHIEF EXECUTIVE**

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

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Maintenance Services of Seismic Camps during Seismic Survey operation for 2D & 3D Seismic data in Normal areas/LD areas lying North/South of River Brahmaputra in Assam & Arunachal Pradesh for a period of three(03) years.

**LOCATION** : OIL's Operational Area within Assam and Arunachal Pradesh under Geophysics Department.

**CONTRACT PERIOD** : Three (03) Years, extendable by one(01) year.

**BID SECURITY** :Rs.**12,500.00**(RUPEES TWELVE THOUSAND FIVE HUNDRED ONLY)

**BID CLOSING/ OPENING DATE & TIME** : **07.07.2015 (11:00 HRS/14:00 HRS)**

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

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

**Original hard copy of (a) should reach the office of HEAD-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

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

2.0 SEALED ENVELOPES containing the **Bid Security Deposit** shall 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 DEPOSIT** in the form of **Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid i.e minimum upto 06.02.2016)** from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit 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. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

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

4.0 **The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab. Bidder should note that no pricing information is furnished in the “c-folder” (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

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

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, 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.

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

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

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

10.0 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 Techno-Commercial Bid documents.

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

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

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

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

15.0 **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.

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

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

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

Forwarding Letter.

Instruction to Bidders

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

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

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments-**Not**

**Applicable**

Part-V - Safety Measures (SM)

~~Part VI - Integrity Pact~~ - **Not Applicable**

Price Bidding Format

Proformas and Annexures

**SPECIAL NOTE:**

Please note that all tender forms (**Forwarding Letter, BRC-BEC - Bid Rejection Criteria & Bid Evaluation Criteria, Part - I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid**) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602.

**a) ORIGINAL BID SECURITY**

**A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

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

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



Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the “**PRICE BIDDING FORMAT**” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

20.0 In Technical Bid opening, only Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under “Technical RFx Response” Tab Page only. No price should be given in above c-Folder; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

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.

~~21.0 The Integrity Pact is applicable against this tender:~~

~~OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part VI Integrity Pact” of 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 Un priced Techno Commercial 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.~~

~~(Note: Shri N. Gopalaswami, IAS (Retd), Ex CEC, Phone No.: 91 44 2834 2444(Res), 91-9600144444(Cell); E mail : gopalaswamin@gmail.com; Shri R. C. Agarwal, IPS(Retd), Phone No. : 91 11 22752749(Res), 91 9810787089(Cell); E mail: ragarwal@rediffmail.com have been appointed as Independent External Monitors).~~

## 22.0 SCREEN SHOTS:

**Display RFx Response:**

Edit | Print Preview | Technical RFx Response | Close

RFx Response Number 60006452    RFx Number TEST2    Status Submitted    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 4

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			

Service and Delive  
Incoter  
Status and Statist  
Created C  
Created B  
Last Processed C  
Last Processed B

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



**Edit RFx Response:**

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

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 Number 5

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

**Notes**

Add Clear

Assigned To	Category	Text Preview

**Attachments**

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

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

**BID ON "EDIT" MODE**

Area for uploading Un-Priced Techno-Commercial 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 Price Bid. 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.

**23.0** OIL now looks forward to your active participation in the IFB.

**HEAD-CONTRACTS**

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

**IFB NO. CDI7308P16  
INSTRUCTION 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) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender].
- h) Safety Measures (SM): **Part-V**
- i) ~~Integrity Pact: **Part-VI**~~ [Not applicable for this Tender]
- j) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments"] 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:**

### **(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of Bid Security should be sent separately to reach on or before Bid opening date and time.
- ~~(vi) Integrity Pact.~~

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in c-Folder link (collaboration link) under "Technical Rfx Response" Tab Page.**

### **(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

## **6.0 PERIOD OF VALIDITY OF BIDS:**

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

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** 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 with organizations Name" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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

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

**8.2** 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.

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

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

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

**8.6** 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.

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. Bidder may however request the administrator through the system for returning their bids 03(three) days before the bid closing date and time for re-submission except in condition mentioned in clause 12.1. But, no such request would be entertained once the due date for submission of bids has been reached and bids are opened.

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

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

#### **10.0 LATE BIDS:**

**10.1** 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.

#### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** The Bidder after submission of bid may modify or withdraw its bid by written notice before 03(Three) working days prior to bid closing date.

**11.2** A withdrawal notice must also be sent by fax / e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

**11.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

#### **12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid / prices. Withdrawal of such Bid will also not be permitted.

#### **13.0 BID OPENING AND EVALUATION:**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only Collaboration Folder(C-Folder) will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx Tab Page only.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** 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.

**13.6** 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.

**13.7** 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.

**13.8** 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.

#### **14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

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

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

**15.0 CONTACTING THE COMPANY:**

**15.1** 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 13.5.

**15.2** 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.

**16.0 AWARD CRITERIA:**

**16.1** 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.

**17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

**17.1** 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.

**18.0 NOTIFICATION OF AWARD:**

**18.1** 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.

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.



**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

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.

**21.0 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 Invoice Serial  
 No.....  
Oil India Limited, Duliajan, Assam 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%, than 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

**BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)****1.0 BID REJECTION CRITERIA (BRC):**

1.1 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.

**1.2 TECHNICAL:**

Bidders must meet the following criteria:

1.2.1 Bidder must have experience of completing "similar nature" of job(s) of the following magnitude with PSU/Central Govt./State Govt. organization in last 7(Seven) years ending last date of the month previous to the one in which applications are invited.

Should have successfully Completed similar works of value:-

i. Three similar completed works costing not less than Rs. 9,97,000.00 each

OR

ii. Two similar completed works costing not less than Rs. 12,46,250.00 each

OR

iii. One similar completed works costing not less than Rs. 19,94,000.00

**Note - "Similar nature"** mentioned above means:

Bidder must have past experience in carrying out work such as cleaning/grass cutting/Cooking and servicing in mess/Water supply for toilets/bathroom/Handling of materials in godown/Handling of files/electrical services in the entire seismic camp/area in and around the explosive magazine.

1.2.2 The bidders Average Annual financial turnover as per Audited Annual Reports for the last 3 (Three) years, ending 31st March-2014 should be at least Rs. 7,47,750.00.

1.2.3 For proof of average annual turnover, any one of the following document/photocopy (attested/self attested) must be submitted along with the bid :

(a) A certificate issued by a practicing chartered/ cost accountants firm with membership No. and firm registration No. certifying the annual turnover.

OR

(b) Audited copy of Profit and Loss account for last 3 year.

1.2.4 For proof of requisite Experience, **any one** of the following document/photocopy must be submitted along with the bid: -

i) In case of requisite Experience is an OIL's contract, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number/Workorder no. will not be accepted.

(ii) In case Contract is not a OIL's Contract, Completion Certificate issued by competent authority of any other Public Sector Undertaking/ Govt. Department (for contracts successfully completed during the last seven years ending bid closing date), showing:

- a. Gross value of contract job done (same nature of jobs as in para 1.2.1);
- b. Contract number and date.
- c. Nature of job done
- d. Contract Period

1.2.5 The bidder must submit all necessary documents (duly self attested/attested) related to experience and turnover, otherwise bid will be rejected.

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

1.2.7 If rate quoted are found below the tendered labour wage rate for each day of work; bids will be rejected.

1.2.8 In case wage component is not furnished in Part-II (SOQ) ``Schedule of Work, Unit and Quantity`` by the bidder(s), bid(s) will be rejected. The bidder shall submit a break- up estimate / Line item wise along with the bid, on the basis of which he has quoted the rate amount.

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

### **1.3 COMMERCIAL:**

1.3.1 Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account.

1.3.2 The bidder shall furnish Bid Security for the amount as indicated along with Bid. Any bid not accompanied by a proper bid security will be rejected.

1.3.3 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.3.4 The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

1.3.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.3.6 Any bid containing false statement(s) will be rejected and action will be taken as per terms & conditions of the tender documents.

1.3.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.

1.3.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

1.3.9 Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

1.3.10 Bids containing preconditions, if any, will be summarily rejected and no correspondence for any deviation/correction in this regard will be entertained thereafter.

1.3.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

#### **1.4 GENERAL:**

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

1.4.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before the stipulated date from the date of clarification sought by the Company, failing which the bid will be summarily rejected.

1.4.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

1.4.4 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will entertain any correspondence in this regard.

1.4.5 The original documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**2.0 BID EVALUATION CRITERIA:**

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

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total amount quoted for the item(s) of Part-II (i.e. schedule of works, units, quantity, rates) of the Bid Document.

2.3 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

2.4 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.

**3.0 AWARD OF CONTRACT:**

Award of contract will be done as under:

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest total amount worked out as per BEC criteria as above.
- (b) The lowest evaluated bidder (L-1 bidder) will be offered the contract for supplying the requisite services.
- (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
**CONTRACTS DEPARTMENT, DULIAJAN**  
**DISTRICT: DIBRUGARH (ASSAM), PIN-786602**  
**TEL: (91) 374-2800548, FAX: (91) 374-2803549**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

**DESCRIPTION OF WORK/SERVICES:-**

Maintenance Services of Seismic Camps during Seismic Survey operation for 2D & 3D Seismic data in Normal areas/LD areas lying North/South of River Brahmaputra in Assam & Arunachal Pradesh for a period of three(03) years.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

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

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

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

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

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

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

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

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

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

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory



increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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

8. The duration of the contract shall be **156 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

10. The tendered all-inclusive Price (the Contract price) is ` \_\_\_\_\_ (**Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.**) ( ` \_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

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

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor

shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

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

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

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions**

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

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

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit

documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

**21. ARBITRATION:**

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

Place of Arbitration: Duliajan

**22. FORCE MAJEURE:**

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

**23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

**25. SET OFF CLAUSE:-**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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

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.

**28.0 SUBCONTRACTING:**

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**29.0 MISCELLANEOUS PROVISIONS:**

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

**30.0 LIABILITY:**

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

30.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

30.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

30.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

30.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**31.0 CONSEQUENTIAL DAMAGE:**

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

**32.0 INDEMNITY AGREEMENT:**

32.1 Except as provided hereof CONTRACTORS agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of AUDITOR'S employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

32.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTORS harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY'S employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**33.0 APPLICABLE LAW:**

33.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 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.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

-----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

-----  
Date: \_\_\_\_\_  
(Full Name of Signatory)

Address:

-----  
-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Description of Work/ Service:** Maintenance Services of Seismic Camps during Seismic Survey operation for 2D & 3D Seismic data in Normal areas/LD areas lying North/South of River Brahmaputra in Assam & Arunachal Pradesh for a period of three(03) years.

Item No.	Description of Services	UOM	Estimated Quantity
10	Support maintenance service <b>without</b> field operation	Each Operation	2,295.00
20	Support maintenance service <b>during</b> field operation	Each Operation	3,185.00

Bidder must include all liabilities including statutory liabilities in their quoted rates but excluding Service Tax. **Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**

Bidder(s) / Contractor(s) must include all liabilities including statutory liabilities in their quoted rates. Amongst others, bidder(s) must include profit, establishment, handling & miscellaneous charges etc. including safety, cost of personal protective equipment (PPE), uniform etc. for labours.

**The following informations are to be furnished by the bidder(s):**

**i)** Percentage of wage component (Wage+ P F+ Bonus (8.33% on 3500/- per month having labour component) against Line item no  
 10. \_\_\_\_\_% ( to be quoted in price bid format Only)

**ii)** Percentage of wage component (Wage+ P F+ Bonus (8.33% on 3500/- per month having labour component) against Line item no  
 20. \_\_\_\_\_% ( to be quoted in price bid format Only)

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

iii) PF code of the bidder: \_\_\_\_\_ ( to be quoted in price bid format Only)

iv) Prevailing minimum wage rate quoted: Rs.222.00 (Un-Skilled)

v) The above quoted rates shall include (to be ensured by the bidder(s)):

- a) Labour cost as per minimum Wages Acts including PF & Bonus (8.33%on 3500/- per month)
- b) Material/ Equipment cost
- c) PPE cost:
- d) Other charges/ cost including supervision profit and overhead charges:

**Specific Note:** Bidder(s) are advised to note and consider the following while quoting

- (a) 12% Provident Fund (PF) on the wage component is to be included in the total quoted cost.



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

(c) If rate quoted are found below the tendered labour wage rate for each day of work; bids will be **rejected**.

(d) 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 the Company. The mode of calculations for this payment for enhanced wages, if any, will be decided by the Company. The Company's decision regarding this shall be final and binding on the Contractor.

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

(g) If the quoted rate of the bidder is found unreasonable/ unrealistic than the internal estimate of the Company, 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 the deployed personnel along with PPE items, and materials / equipment.

(h) "**EACH OPERATON**" means "**per Labour per shift**". The following are the details on daily operational requirement.

A. Support maintenance services without field operations. (Eight (08) hrs duty; Rs. 222.00(minimum) is to be considered as daily wage per labour per shift).

B. Support maintenance services during field operations. (Twelve (12) hrs continuous duty (i.e. 8 hrs normal+ 4 hrs additional); Rs. 403.50(minimum) is to be considered as daily wage per labour per shift).

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

**SPECIAL TERMS & CONDITIONS**

**Part-III**

**PARTICULAR SPECIFICATIONS AND INSTRUCTIONS (SCOPE OF WORK)**

1. **Scope or work:** The main job contents involved at the Seismic Survey Camps are detailed below:

i. Seismic Camp maintenance services during seismic survey operation for 2D/3D seismic data in normal areas / LD areas lying North South of river Brahmaputra in Assam & Arunachal Pradesh.

ii. Miscellaneous services such as cleaning and grass cutting inside and around the explosive magazine area.

iii. Miscellaneous services such as cleaning and grass cutting around the residential huts and kitchen of executives, surveyors, Senior staffs, Tradesman. Security officers, Junior security personnel & Transport staff etc.

iv. Cooking and servicing in executive mess, surveyor mess, shooting senior staff mess, junior staff / tradesman mess, security officers mess, security personnel mess and transport staff mess.

v. Water supply for toilets, bathroom of executives, surveyors, Shooting senior staffs, Jr. staff / Tradesman. Security officers, security personnel & Transport staff.

vi. Cleaning of camp premises and parking place.

vii. Cleaning of camp, office and all huts inside the camp.

viii. Handling of materials in godown at the time of storage, loading & unloading of materials.

ix. Handling of files, daily records keeping and filing jobs of official documents and maintaining peon book, servicing of Tea & Snacks in camp office for guest & executives.

x. Electrical services to look after camp lighting and proper earthing during electrification to protect damage of sophisticated equipment in the field electrical / mechanical services to look after generator power supply and its repair jobs as per requirement in the field. Mechanical services for minor repair of OIL's vehicle in the field. Services to do minor repair of various ground electronics items under close supervision of OIL's personnel in the field. Service for carpentry related job in camp.

xi. During off season guarding and maintaining camp premises apart from above jobs and when required. Contractor should keep provision to provide one day rest to his employees after working 48 hrs in a week.

**2. 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 part iii.1.

**General terms and conditions:**

**Time Schedule:**

- a) **Morning Shift** : 5.00AM to 1.00PM,
- b) **Second Shift** : 1.00PM to 9.00 PM &
- c) **Night Shift** : 9.00PM to 5.00 AM

(Apart from the above mentioned shifts the labour engaged in shift may be required to work continuously for 12 hrs. as per demand of the work).

**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/camp in three shifts, for the entire duration of work for each individual well/camp 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/camp sites during work emergencies as and when instructed by HOD (Geophysics) 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 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 furnished from time to time to the CONTRACTOR by the CAMP-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 CAMP-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 CAMP-IN-CHARGE. The written instruction regarding and particular job will normally be passed by the CAMP-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.

**3. 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 later'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 CAMPS 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, 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.

**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 CAMP-IN-CHARGE.

(vii) The CONTRACTOR shall furnish to the CAMP-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 CAMP-IN-CHARGE a true statement showing in respect of the second half of 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 CAMP-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 CAMP-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 CAMP-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 CAMP-IN-CHARGE in this respect shall be final and binding.

#### **4. HSE clause :**

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 HOD.

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 HOD a site specific code of practice in line with OIL.

g). 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.

h). 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.

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

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

k). 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.

- l). 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.
- m). To arrange daily tool box meeting and regular site safety meetings and maintain records.
- n). 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.
- o). 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.
- p). Contractor's arrangements for health and safety management shall be consistent with those of OIL.
- q). 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.
- r). 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.
- s). The contractor should prevent the frequent change of his contractual employees as far as practicable.
- t). The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- u). 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.

#### **5. RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAW'S :**

- (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 CAMP-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 CAMP-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.
- (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 Camp-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.
- (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.

(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. 01.10.2014, as specified by the Regional Labour Commissioner (Central) of contract Labour: Rs.222.00

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

6. 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.

7. Notwithstanding the information given in para/clause(1) and (3) above under (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 work over well/camp sites. He should for this purpose contact the HOD (Geophysics) or his

representatives who will instruct his men at the well/camp 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 (Geophysics) 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/camp in three shifts, for the entire duration of work for each individual well/camp as stipulated in para/clause (2) above under (part III) and /or as instructed from 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/camp sites during work emergencies as and when instructed by HOD(Geophysics) 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 well/camp 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.

8. 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.

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

10. 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.

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

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. MOBILE NO.
5. E-MAIL
6. FAX NO.
7. CONTACT PERSON
8. CONTACT PERSON'S CONTACT NO.
9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
10. CST REGD.NO. (Attested copy required)
11. LOCAL SALE TAX REGD.NO. (Attested copy required)
12. PAN NO. (Attested copy required)
13. VAT REGD. NO. (Attested copy required)

14. BANK ACCOUNT NO.
15. BANK ACCOUNT TYPE
16. BANK NAME
17. BANK ADDRESS
18. SERVICE TAX REGD.NO. (Attested copy required)
19. P.F. CODE NO. (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)
20. VENDOR NO. With OIL (IF AVAILABLE)
21. AGST Registration No.
12. 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.
13. The contractor should engage preferably local persons to carry out various jobs laid down in the contract.
14. Contractor/or his representative should report to Head-Geophysics or his representative daily to enquire his job requirement.
15. The contract shall be valid for a period of three (03) years from the date of commencement of work-order. Further, on expiry of these three years, the same contract may be extended for another one (01) year at the same rates, terms and conditions of the agreement if so desired by the company.
16. 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.
17. 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 verification.
18. 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.
19. The contractor must have previous experience in operating similar labour contract.
20. 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 Engineer-in-charge will be at liberty to return a worker for not wearing safety shoe.

21. 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.

22. The Contractor shall be responsible for the Health and Safety of his work persons.

23. The Contractor shall provide the Health Certificate of each work person engaged by him from a Govt. or Registered Doctor.

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

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

26. 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.

**Mobilisation :**

Within 15(Fifteen) days from the **date of signing** the Contract.

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