



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लभाबाग, अजमेर
Oil India Limited
(A Government of India Enterprise) Registered Office: Durlabhabag, Ajmer

**Materials Department
(Rajasthan Project)**

2A, Saraswati Nagar
Jodhpur – 342 005
Rajasthan, India.

Phone -0291-2729466

Fax : 0291-2727050

Email: mat_rp@oilindia.in

Date: 24/06/2016

FORWARDING LETTER

Tender No. :CJI1314P17

Sub: Construction of 2(two) nos of Toilet Blocks for boys & girls, main gate & one “pyao” for Govt. Model Higher Secondary School, village Raghava, Ramgarh, Jaisalmer District.

1.0 In connection with our Invitation of Bids, we enclose a complete set of Bid Document covering our Tender for above services/works. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- | | | | |
|-------|---|---|--|
| i) | OIL's Tender No. | : | CJI1314P17 dated 01/06/2016 |
| ii) | Tender Fee | : | Rs 1000/- (PSUs and SSI Units registered with NSIC are exempted). |
| iii) | Type of Bid | : | Single Stage Composite Bid System |
| iv) | Bid Closing Date & Time | : | 26.07.2016 at 11.00 hrs (IST) |
| v) | Bid Opening Date & Time | : | 26.07.2016 at 15.00 hrs (IST) |
| vi) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vii) | Place of Submission of
Original bid security | : | Oil India Limited,
2-A, Saraswati Nagar
District Shopping Centre
Basni, Jodhpur-342005
Rajasthan (India) |
| viii) | Amount of Bid Security | : | Rs 26,000/- (Non- interest bearing) |
| ix) | Amount of Performance
Security | : | 2.5 % of the Estimated Contract Value |
| x) | Retention Money | : | A Retention Money equivalent to 5 % of each
running account bill will be deducted till final
completion of the Contract. This amount will be
released to the Contractor along with the
Performance Security i.e. after 6(six) months
from Completion of the Contract period.
Retention Money will not accrue any interest. |

- xi) Mobilization Time : 7 days from the date of issue of work order.
- xii) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5%.
- xiii) Duration of Contract : Within 03(three) months from the date of commencement of work as indicated in the work order.

2.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Thanking You

Yours faithfully,
OIL INDIA LIMITED

(P.C.MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites ON-LINE Competitive Bids for the following services for its **RAJASTHAN PROJECT** under Single Stage Composite Bid System from eligible and reputed domestic bidders.
- 1.1 Tender No. : CJI1314P17 dated 01/06/2016
- 1.2 Bid Closing Date : 26.07.2016
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : Rs 1000/-
- 1.4 Bid Security : Rs 26,000/-
- 2.0 **Description of Service:** Construction of 2(two) nos of Toilet Blocks for boys & girls, main gate & one “pyao” for Govt. Model Higher Secondary School, village Raghava, Ramgarh, Jaisalmer District.
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR-342005, RAJASTHAN (INDIA) between 29.06.2016 and 19.07.2016 i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL’s e-Procurement portal. Details of the NIT can be viewed using “Guest Login” provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL’s website www.oil-india.com.
- 4.0 OIL reserves the right to refuse issue of User Id & Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company’s decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENT / TENDER DOCUMENT

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 AMENDMENTS TO BIDDING DOCUMENT:

- 3.1 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 Bid Document through an Addendum.
- 3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 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 version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer in writing under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents:

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BRC/BEC defined in Section – VI.
- (iii) Bid Security furnished in accordance with Para 7.0 below.

- (iv) Price Schedule Format/ Schedule of Work (Section - V).
- (v) Statement of compliance as per **Proforma – I** of Section – VI

6.0 **BID PRICE:**

- 6.1 Rates/Unit Prices must be quoted in Indian Rupees only in words as well as in figures.
- 6.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 6.3 All duties and taxes including Corporate income taxes, Service Tax and other levies payable by the Contractor under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder. Only the R & D Cess, applicable if any against this contract will be borne and paid for by OIL

7.0 **BID SECURITY:**

- 7.1 Pursuant to Para 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Forwarding Letter" as part of their Bid.
- 7.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 7.7 below.
- 7.3 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
 - a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VIII for the format) **and valid for 90 days beyond the validity of the Bid**. The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 7.4 Any Bid not secured in accordance with above-mentioned subparagraphs 7.1 to 7.3 will be rejected by Company as non-responsive, except those are exempted.
- 7.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 7.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.

7.7 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for **120 days** after the date of bid opening prescribed by the Company.
- 8.2 In exceptional circumstances, the Company 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 (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 7.0 above.

9.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required.

C. SUBMISSION OF BIDS:

10.0 ONLINE SUBMISSION :

- 10.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 10.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with “unpriced” bid as per tender requirement placed in the “unpriced” bid folder.
- 10.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company 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.

- 10.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 10.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in 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 Specifications defined in the Tender and the Commercial Bid as per the online Commercial Bid Format.
- 10.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User - > Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details 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.

- 10.7 Rates/Prices must be quoted/maintained in the “online price schedule” only. OIL will consider the rates/prices quoted in the “online price schedule” only.
- 10.8 Timely submission of online bids is the responsibility of the Bidders. The Bid alongwith all annexures and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
 - (ii) Power of attorney for signing the bid document.
 - (iii) Other documents required to be submitted in original as per tender requirement, if any.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the Company at the address specified in the Forwarding Letter not later than the bid closing time and date mentioned in the letter.

12.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS:

13.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

13.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of para 10.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

13.3 No bid can be modified subsequent to the deadline for submission of bids.

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

14.0 EXTENSION OF B.C.DATE:

In the event of receipt of a single offer against the Tender within the B.C. Date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. Date, shall not be permitted to revise their quotation.

15.0 BID OPENING AND EVALUATION

15.1 Company will open the Bids, including submission(s) made pursuant to para 13.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 13.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

- 15.3 At Bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-para 15.2.
- 15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.
- 15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Documents. For this purpose, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to any extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 15.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 15.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

16.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate the cost details quoted by the technically qualified bidders and compare the bids to ascertain their inter-se-ranking as per Bid Evaluation Criteria (Section-VI) of the tender document based on rates quoted in Price Schedule Format/ Schedule of Work (Section - V).

17.0 CONTACTING THE COMPANY:

- 17.1 Except as otherwise provided in para 13.0 & 15.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

- 17.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

18.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor 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.

19.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids.

20.0 NOTIFICATION OF AWARD:

- 20.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

- 20.2 The notification of award will constitute formation of the Contract.

21.0 PERFORMANCE SECURITY & RETENTION MONEY :

- 21.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (2.5% of total evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VII) or in any other form acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 21.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

- 21.3 Failure of the successful bidder to comply with the requirements of para 21.1 or 21.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE SECURITY:

- 21.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 21.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

21.6 **RETENTION MONEY:**

A Retention Money equivalent to 5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months from Completion of the Contract period. Retention Money will not accrue any interest.

22.0 **SIGNING OF CONTRACT:**

- 22.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.
- 22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

(END OF SECTION – II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day of 2016 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 and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Section-V.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.
- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence’.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work as per Schedule of Work in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company's engineer shall have power to –
 - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company's standard specifications which have been perused and fully understood by the Contractor.
 - (b) Order the Contractor to remove any inferior materials from the work site and to demolish or rectify any work of inferior workmanship, failing which the Company's engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expense.
 - (c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer's opinion as to the competence and suitability of any workmen 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 executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - (e) Order deviations of this Agreement after obtaining approval from the Company's Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the basic Schedule of Rules of Rajasthan P.W.D. in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement.

- 5.0 The Company reserves the right to cancel this Agreement 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 Agreement. 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 ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act :
- i) The Mines Act
 - ii) The Minimum Wages Act
 - iii) The Workmen's Compensation Act.
 - iv) The Payment of Wages Act.
 - v) The Payment of Bonus Act, 1965.
 - vi) Employees Provident fund & Misc. Provision Act, 1952,
 - vii) Contract Labour regulation and Abolition acts, 1970.

or any other Acts or statutes not herein 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 labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be borne by the Contractor.

- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 8.0 **Work Completion Time:** The Contractor must commence the work within seven days of issue of Work Order and complete in three(03) months. Delay in mobilisation of required resources will call for imposition of Liquidated Damages.
- 9.0 **Validity of the Agreement:** The Agreement shall remain valid for a period of 03 (three) months from the date of date of Issue of work order or till the completion of work, whichever is later.
- 10.0 **Schedule of Rates:** Payment to the Contractor will be made against work completed by them at the rates entered in the Price Schedule Format/Schedule of Work, Section - V hereof.
- 11.0 **Liquidated Damages:** Time is the essence of this Agreement and the work should be completed within stipulated period of completion. For any default in timely completion of assigned work from the date of assigning the work, Liquidated Damages at the rate of ½% (half percent) , per week or part there of, for delay in contract mobilization /completion date subject to a maximum 7.1/2% (seven & half percent) of the total contract value will be deducted from the Contractor's bill.

- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement 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, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Agreement :** The total evaluated value of the Agreement (all inclusive) is estimated to be -----, but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms Section-V of this Agreement.
- 14.0 **Payment Terms:** Payment shall be made on monthly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 16.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 17.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 18.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 19.0 **LIABILITY :**
- 19.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 19.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor

shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.0 FORCE MAJEURE :

- 20.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the agreement, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the party) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the agreement and which renders performance of the contract by the said party impossible.
- 20.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.
- 20.3 Should 'Force Majeure' conditions as stated above occur and should the same be notified within seventy two (72) hours after its occurrence, the either party will have the right to terminate the agreement with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either party decide not to terminate the agreement even under such condition, no payment would apply during the 'Force Majeure' period unless otherwise agreed to.

21.0 TERMINATION :

21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The Agreement shall be deemed to be automatically terminated on the expiry of duration of the Agreement (or extension, if any, thereof).

21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Agreement on account of Force Majeure as set forth herein above.

21.3 TERMINATION ON ACCOUNT OF INSOLVENCY :

In the event that the Contractor at any time during the term of the Agreement, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditor or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Agreement and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE :

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The

Company shall have the option to terminate the Contract by giving 7 (seven) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and/or obligations under the Agreement and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Agreement.

- 21.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

21.7 CONSEQUENCES OF TERMINATION :

In all cases of termination herein set forth, the relative obligations of the parties to the Agreement shall be limited to the period up to the date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

- 21.8 Upon termination of the Agreement, the Contractor shall return to the Company all of the Company's items, which are in the Contractor's possession at the time.
- 21.9 Notwithstanding any provisions herein to the contrary, the Agreement may be terminated at any time by the Company on giving 7 (seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for service charges and other charges as per the Agreement up to the date of termination.
- 21.10 In the event of termination of the Agreement, the Company will issue Notice of Termination to the Contractor with date or event after which the Agreement will be terminated. The Agreement shall then stand terminated and the Contractor shall demobilize his personnel and materials.

22.0 ARBITRATION:

22.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall

specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

22.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise) :

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 22.1 & 22.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

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

24.0 INSURANCE :The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

25.0 TAX LIABILITIES

- 25.1 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.
- 25.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.
- 25.3 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.
- 25.4 **Service tax:** Service Tax as applicable shall be included in the quoted rates & payable By the contractor.
- 26.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 27.0 **Procedures for obtaining Labour License under Contract Labour (RBA) Act 1970 & Central Rules 1971 is as per Appendix-B .**

28.0 SET OFF CLAUSE :

- 28.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement 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 Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1. After signing the Contract, the contractor will have to obtain the labour license and the certificates relating to compliance with the statutory requirements as may be required for the specific contract. On fulfilling the statutory requirements, the concerned Contractor will collect the Work Order from the Indenting Department and will commence the work as per the terms mentioned in the Work Order.

2. CONTRACTORS'S OFFICE AT SITE

The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions notices or other communications.

3. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

a) Contractor's field Engineer: The contractor on receipt of Work Order should names the Engineer responsible for the work, to whom equipment and materials, if any, will be issued and to whom all site instructions and notices can be issued. He should have necessary power of attorney. Efficient and Qualified personnel are to be engaged by the Contractor.

b) Contractor's fields staff strength: Efficient workmen are to be engaged by the Contractor. The contractor shall provide, to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, Engineering assistants, foremen and leading hands including those specifically qualified by previous experience to supervise the types of works comprised in the contract in such a manner as will ensure work of the best quality, expeditious working and proper supervision shall be employed, and whenever in the opinion of the Engineer-in-charge this is not the case, additional and properly qualified supervisory staff shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of Engineer-in-charge and shall provide competent and efficient supervision over the work entrusted to them. Where so required, the contractor shall furnish a field organization chart as well as full details of field staff.

c) Conduct of contractor's field staff: The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interests of the community or of the proprietor or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.

d) If and whenever any of the contractor's agents assistants, foremen, or other employee shall in the opinion of Engineer-in-charge be guilty of any misconduct or be incompetent or

insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Engineer-in-charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-charge, shall at once remove such persons from employment thereon. Any person or persons so removed from the works shall not again employ in connection with the work without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works, he shall do so shall bear all costs in connection herewith.

4. PLANS, DESIGNS & DRAWING TO BE FURNISHED BY CONTRACTOR

a) Where the Contractor shall, within the scope of work be required to prepare or furnish any Plans, Drawings or Designs in respect of the work or any particular work the Contractor shall within 15 (fifteen) days (or such other period as the company may prescribe in this behalf) of receipt of notification of Acceptance of Tender or within 15 (fifteen) days before the proposed date of commencement of the relative work, whichever shall be entitled submit to the Company for approval the relative plan (s)/ drawing(s)/ design(s) and submit for approval.

b) The Contractor shall not permit any work to be done or any installation, material or equipment to be supplied or fabricated or erected at variance with drawings/ designs approved by the Company(Engineer in Charge) and/ or amended or modified as aforesaid.

c) Unless otherwise required at least 3 (three) sets of all approved plans/ drawings/ designs prepared by the Contractor, together with similar sets of all revisions/ amendments/ modifications therein shall be lodged with the Owner for the record of the Owner, such sets of plans/ drawings/ designs to be signed by the Contractor and to indicate there on the number and date of each revision/ amendment and of the communication, of the Company of any other agency appointed by the Owner for or relative to the approval thereof.

5. The Contractor shall engage measurement boxes for batching materials and concrete mixer machine with hopper lighting arrangement as per requirement.

6. The Company will constantly watch the progress made by the Contractor in the time frame mentioned above. In case the Contractor fails to achieve progress commensurate with time elapsed at any point of time within the allotted period, the Company reserves the right to carry out the remaining work, through any other agency. The additional cost, if any, incurred by the Company in getting the remaining work completed through any other agency will be recovered from the Contractor.

7. The Company reserves the right to ask the Contractor to carry out work more than the quantities mentioned in Schedule of works/Bill of Quantities of the contract at the same rates, terms and conditions to which the Contractor shall have no objection. Likewise, the quantities of work to be executed may be reduced by the Company, to which the Contractor will not have any objection. The Contractor will be paid for actual quantities of work executed by him at the directions of the Company, and at rates agreed in the contract.

8. Survey Instruments : The Contractor shall maintain on site the surveying/levelled instruments (complete set) in perfectly working conditions to enable the Engineer-in-Charge or his representative to check levels and lines of the work at all times.

9. Materials rejected by the Company must be removed by Contractor from work site within 48 Hrs. of rejection, failing which the Company reserves the right to get the rejected materials removed under risk and cost of the Contractor.

10. The Company reserves the right to get the part or whole work completed under risk and cost of the Contractor, if the Contractor fails to complete the work within the stipulated time without any valid reason. The Company's decision shall be final and binding on the Contractor.

11. The Contractor and his workmen are to strictly observe the safety/precautionary rules as per Mines Act while executing the work. They will also observe rules/regulations required by Govt. Agencies for working in border areas.

12. All statutory taxes/levies by the Central / State Govt. or other authority from time to time will be borne by the Contractor. Rates/Amounts under this agreement are inclusive of all taxes, royalty, sales tax etc. In respect of Royalty, the Contractor must submit to the Company - the proof of payment, Short-Term Permit (STP) within 15 days and N.O.C. / N.D.C. from the Mining department before payment of final bill. The rate of Royalty may vary from time to time as per Govt. directives and the same is binding on the Contractor.

13. All items of work are to be carried out as per sound engineering practice, as per relevant IS codes and latest detailed specifications of Rajasthan PWD.

14. Electricity if required at any site of work during execution under this contract will have to be arranged by the Contractor at his own cost.

15. Contractor will be responsible for supply & transportation of water to work site in the required quantities both for construction works and drinking purpose of his workers.

16. All debris, waste etc. to be cleared off and the surrounding areas to be levelled on completion of work.

17. Aggregate, sand to be incorporated in works must conform to the relevant detailed specification of Rajasthan PWD and specification contained in Basic schedule of Rates, including all latest Amendment. All taxes, Royalty etc payable will be on contractor's account.

18. Steel reinforcement to be incorporated in R.C.C. works will be of approved ISI make. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Steel purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected. Binding wire for reinforcement will be provided by the Contractor at his cost. Brand shall include RATHI/TATA/SAIL/KAMDHENU etc.

19. Cement of 43 Grade OPC (JK/Shree/Bangur/Binani/ Ultratech/Wonder/Ambuja) has to be supplied by the contractor. Only one brand of each type of cement shall be used for concrete in any individual member of the structure. Cement shall be used in the sequence of receipt of shipment, unless otherwise directed.

20. There shall be sufficient cement at site to ensure that each section of Work is completed without interruption.

21. Cement reclaimed from cleaning of bags or from leaky containers shall not be used.

22. Contractors shall provide and erect, at his own cost, in a suitable place, dry, well ventilated, and water proof shed of sufficient capacity to store the cement.

23. The cement shall be used as soon as possible after delivery; and cement which the Engineer-in-Charge considers has become stale or unsuitable through absorption of moisture from the atmosphere or otherwise shall be rejected and removed immediately from the site at Contractor's expense.

24. The mixing together of different types of cement shall not be permitted.

25. The Contractor will produce before the Engineer, purchase voucher from authorized source and test certificate before it is incorporated in the work. Cement purchased from unauthorized source and not having a test certificate conforming to ISI standards will be rejected.

26. The contractor must provide experienced and qualified Supervisor for continuous and efficient supervision of works. The name of such persons shall be intimated to the Company.

27. All classifications regarding soil in earth work item shall be in accordance with Engineer's decision which shall be on sound engineering practices and will therefore, be final and binding on the Contractor.

28. The Contractor must provide adequate tools, accessories, vibrators, concrete mixer, trucks, etc. in time for efficient execution of work as per instruction of the Engineer.

29. Rates for collection of materials includes making of approach to quarry as required, removal of unsuitable materials and dewatering to quarry, if necessary.

30. No separate payment will be made to the Contractor for the following parts of items of work, which are included in the rates provided in the Schedule of works/Bill of Quantities.

a Transportation of all men and materials to site of work.

f) Land sliding during excavation of foundation trench and necessary arrangement such as shoring, propping, scaffolding etc. made by the Contractor to prevent land slide.

31. The Contractor shall have no claim for any delay arising out of emergencies outside the Company's control.

32. PROCEDURE FOR EXECUTION OF WORK -

- (a) The Contractor must keep daily contact with Engineer in charge to receive instructions regarding work. The Engineer in charge shall be free to take action against the Contractor as per terms of this contract.
- (b) For efficient workmanship, the Contractor will engage adequate labour force and supervisory staff. The relevant specifications will be adhered to in all details. If standard of work is not achieved, the Engineer in charge will be free to reduce the rates as per clause 3 (a) of Part-I of Contract.
- (c) The Contractor must maintain adequate and right type of tools required for efficient discharge of responsibility.

33. MATERIALS SUPPLY -

- (a) Materials supplied at site, but found not conforming to the given specification must be removed from site within six hours of engineer's verbal or written order to do so.
- (b) Supply should be so regulated that it is consumed on work (after proper measurement) quickly so that the road traffic is not hampered due to stacking space fouling with the carriageway.
- (c) Stacking of materials are to be carefully made so as not to –
 - i) Cause difference in content from the actual to that obtained from superficial measurement of sides and height
 - ii) Interfere with the roadway, or the passing places, involving risk of accident to vehicular and pedestrian traffic.
 - iii) If dumped at the incorrect place, the contractor must remove the materials to correct place as directed by the engineer in charge at his own cost.

34. MATERIALS USE OF

No materials must be used on work unless:-

- a) The material is delivered at the right place
- b) The materials is approved (by the engineer or his representative) to be of right quality.
- c) The materials is stacked properly and
- d) The materials are measured and measurements recorded in the Measurement Book by the Engineer/his representative and certified.

35. DEFAULT BY THE CONTRACTOR

Should the Contractor fail to carry out the part of the work involved in this agreement in way of -

- a) Not maintaining the desired progress of work.
- b) Neglecting to carry out certain aspect of the work.
- c) Carrying out work at a specification lower than the intended.
- d) Supplying inferior grade of material.
- e) Carrying out work without instructions.
- f) Not carrying out safety measure, and

- g) Not carrying out work as per instructions.
- h) Other defects as pointed out to the party.

Then, the engineer shall be free to take action against him as provided for under the contract.

36. SCOPE OF WORK

Construction of 2(Two) nos Toilet Blocks for boys & girls as per Drawing No:OIL/RAJ attached with the tender , main gate as per attached photograph & one "Pyao" for Govt. Model Higher Secondary School, Village Raghava, Ramgarh, Jaisalmer District.

37. After construction of all work, the contractor will notify the Engineer-in-charge for demonstrating performance test/functional test of the facilities created. After satisfactory performance, the facilities will be handed over by the competent authority of OIL to the School Head Master/ Village Sarpanch in presence of the contractor. Defect,if any, observed, shall be rectified by the contractor immediately.

Note: All materials will have to be supplied by the Contractor.

(END OF SECTION – IV)

SECTION – V

(SCHEDULE OF WORKS/RATES)

Construction of 2(two) nos of Toilet Blocks for boys & girls, main gate & one “pyao” for Govt. Model Higher Secondary School, village Raghava, Ramgarh, Jaisalmer District.

	Description	Unit	Qty.	Rate (Rs.)	Total Amount (Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth 1.5m in width as well as 10 sum on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5 m. Disposed earth to be levelled and neatly dressed : All kind of soil	M3	60.00		
2	Filling available excavated earth (excluding rock) in trenches, plinth side of foundation etc. In layers not exceeding 20 cm in depth condolidating each deposited layer by ramming and watering including lead upto 50 Mtr and lift upto 1.5 Mtr	M3	20.00		
3	Providing and laying in position cement concrete including curing compaction etc of specified grade excluding the cost of centring and shuttering. All up to plinth level IS 456-2000. 1:3:6 (1 Cement : 3 Course Sand : 6 Graded stone aggregate 20 mm nominal size).	M3	22.00		
4	Stone slab roofing on ground for with fine grained stone slab from approved quarry with 150 mm top lime terracing with Hemp, Methi, Lime, Sandla with Gur & Gugal (as per JODHPUR PRACTICE) including ralthal, filling of joints of parapet and slab on both sides in cement sand mortar 1:4 lime batta (gola) 75mmx75mm Sandla and ceiling plaster in CM 1:4 with wire and nails etc. complete as per specification for span.	M2	45.00		

	Above 2.50 mtr upto 3.30 metre.				
5	Random rubble stone masonry for foundation and plinth in cement sand mortar above 30 cm. Thick wall IS 1597 (Part-I) 1992 in : Cement Mortar 1:6 (1 Cement : 6 Sand)	M3	40.00		
6	Randon rubble/C.R stone masonry for superstructure above plinth level one storey height above 30 cm. Thick walls IS 1597 (Part-I) 1992 In : Mud Mortar	M3	80.00		
7	Providing & fixing MS sheet single leaf door shutters in angle iron frame 35x35x5 mm suitably diagonally braced with 25x3mm flat iron above and below lock rail of size 50x5 mm beading extra including all fittings, as per direction of engg. incharge but excluding cost of chokhats including two coats of anti corrosive red oxide primer paint. MS sheet 24 SWG	M2	15.00		
8	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded with 15x3 mm lugs 10 Cm. long embedded in cement concrete blocks 15x10x10 Cm. of 1:3:6 (1-Cement:3-coarse sand:6-graded stone aggregate 20 mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer.	KG	500.00		
9	Providing and fixing Ist quality standard white Ivory straight edge Glazed Tiles ISI marked (IS:13753) (Kajariya, Jhonson, Somani make etc) of size 450mm x 300mm in walls, floors, steps, pillars etc. Laid on a bed of neat cement slurry finished with flush pointing in white cement mixed with pigment to match the shade of tile complete (excluding the cost of cement plaster).	M2	45.00		
10	Providing and fixing Ist quality standard	M2	50.00		

	white Ivory Glazed Tiles ISI marked (IS:13753) of size 300mm x 200mm in walls, floors, steps, pillars etc. Laid on a bed of neat cement slurry finished with flush pointing in white cement mixed with pigment to match the shade of tile complete (excluding the cost of cement plaster). (a) Category-I : Kajariya, Jhonson, Orient, Somani make etc.				
11	Plaster on new surface on wall in cement sand mortar 1:3 including raking of joints etc complete fine finish 25mm thick	M2	180.00		
12	Pointing on stone masonry in cement sand mortar 1:3 (1 cement : 3 sand). Flush or ruled pointing	M2	200.00		
13	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding.New work(two or more coats) over and including scrapping and priming coat with cement primer.	M2	380.00		
14	Painting with enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work.	M2	70.00		
15	Supplying and fixing rough dressed stone sills, dassa, coping, cornices sriwan, string courses etc. in cement mortar 1:4 including pointing with admixture of pigment matching with the stone shade : 100 mm thick	M2	20.00		
16	Painting new letter and figures of any shade with synthetic enamel paint black or any other approved colour to give an even shade as per drawing .English Letters	LMM	150.00		
17	Painting new letter and figures of any shade with synthetic enamel paint black or any other approved colour to give an even shade as per drawing .Hindi Letters	LMM	150.00		
18	P & F Squatting Pan (Indian type) white	EA	2.00		

	glazed vitreous China Ist quality W.C. Pan (IS:2556 Mark) with 100 mm vitreous china P or S trap including cutting and making good the wall and floor (excluding the pair of foot rest). size 580mm.				
19	P&F Ist quality WVC Urinal (IS:2556 mark) with 25 mm dia GI waste pipe, dome couplings, concealed iron brackets or screws etc complete . Mini stall size 440 x 315 x 320 mm	EA	1.00		
20	P&F WVC (IS: 2556 Mark) squatting urinal of standard make complete incl. cutting & making good the floor Size 600x350mm	EA	1.00		
21	P&F Grating of approved quality/make - do- Heavy quality of approved make 125mm	EA	6.00		
22	P&F rigid PVC Pipe (IS:4985 mark) class II(4 Kg. /Cm.) approved quality /make including joining the pipe with solvent cement rubber ring and lubricant 110mm dia	RM	50.00		
23	S&F RCC Manholes covers with frame of approved make (Light duty) Size 600x450mm	EA	5.00		
24	Construction of manhole in all type of soil inner size 90 X 60 Cm. thick masonry in CM 1:6, 10 Cm. thick cement concrete 1:5 10 in foundation, 20 mm thick inside plaster in CM 1:6, finished with floating neat cement, 50mm thick M-15 grade C.C. flooring,making channels, 80mm thick stone slab covering with 40mm thick M-15 grade C.C.flooring , 25 Kg. CI cover with frame of 40mm dia, earthwork etc. complete as per design including disposal of surplus earth within 50 mtr. lead. Depth upto 0.5mtr	NO	5.00		
25	Construction of soakage well in all type of soil 300 mm thick dry masonry top and bottom 300 mm course in CM 1:6,	EA	2.00		

	80 mm thick stone slab, jointing of slab in CM 1:3, Ralthal, Kharanja, 40 mm thick M-15 grade C.C. flooring, earth work complete as per approved drawing including disposal of earth within a lead of 50 mtr. : Size 300 Cm. dia outside & 300 Cm. depth.				
26	P & F WVC wash basin (Ist quality IS : 2556 Mark) of approved make with CI brackets duly painted 1 no. 15mm CP pillar cock (IS:8934 mark) & 32mm CP brass waste coupling of approved make 25mm GI waste pipe complete including cutting & making good the wall. Size 450 mm x 390mm Corner.	EA	2.00		
27	P & F G.I. Pipes (External work) with G.I. fittings (IS:1239 Mark) including trenching & refilling earth etc. 32 mm dia nominal bore.	RM	60.00		
28	P & F G.I. Pipes (External work) with G.I. fittings (IS:1239 Mark) including trenching & refilling earth etc. 20 mm dia nominal bore.	RM	80.00		
29	P & F G.I. Pipes (External work) with G.I. fittings (IS:1239 Mark) including trenching & refilling earth etc. 15 mm dia nominal bore.	RM	80.00		
30	P & F Bib Cock (IS:8931 Mark) Superior quality of approved make : Brass 400 gm. 15 mm nominal bore.	EA	4.00		
31	P & F Bib Cock (IS:8931 Mark) Superior quality of approved make : -do- Long body, 15 mm nominal bore weight not less than 690 gm.	EA	8.00		
32	P & F Inlet Connection (Angle Valves) Superior quality, of approved make, for Wash basin, Gyser etc.-do- with 37 Cm. long thread and nut.	EA	5.00		
33	P & F Flush Cock/Flush Valve (IS:9758 Mark) or WC of approved quality make :CP Brass flush valve 32 mm nominal bore.	EA	3.00		

34	P & F 15 mm. Dia Connection pipe of approved quality/make:-do- 600 mm.	EA	5.00		
35	"Day work : Defination –this means item of labour which in the opinion of Engineer-in-charge would not be evaluated by the excepted methods of measurement. This item will involve skilled/unskilled labour. The rates to be inclusive of all tools & plants like powara, basket,pickaxes togaries etc. per day means actual working day of 08-10 hrs. i) Skilled-mason/carpenter fitter/painter/blacksmith "	EPD	15.00		
36	"Day work : Defination – this means item of labour which in the opinion of Engineer-in-charge would not be evaluated by the excepted methods of measurement. This item will involve skilled/unskilled labour. The rates to be inclusive of all tools & plants like powara, basket,pickaxes togaries etc. per day means actual working day of 08-10 hrs. i)Un- Skilled Labours"	EPD	30.00		
37	supply and fixing of 1.00HP water pump with all GI fittings and power supply socket with wire.	EA	2.00		
38	P & F PVC Storage Tank (IS:12701 marked indicating the BIS license No.) of approved make with cover, 25 mm dia 1 M long G.I. over-flow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc. complete of approved design. 2000 litres capacity.	EA	3.00		
39	P & F PVC Storage Tank (IS:12701 marked indicating the BIS license No.) of approved make with cover, 25 mm dia 1 M long G.I. over-flow pipe & 25 Cm. long wash out pipe with plug & socket, including making connection etc. complete of approved design. 500 litres capacity.	EA	3.00		

40	Providing and fixing Granite stone slab mirror polished and machine edge cut in Walls, Pillars, Steps, Shelves, Sills, Counters. Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 jointing with white cement mortar 1:2 (1 white cement: 2 marble dust) with pigment to match the shade of the marble slab complete including grinding, rubbing and polishing .	M2	5.00		
41	S&F Jaisalmer stone side kanwalies (jamb) upto 15cm thick fine dress including ornamental cut stone work in face complete ornamental cut stone of flower leaves etc complete.	M3	1.00		
42	S&F Jaisalmer stone chajja (including projection) 5 to 7 cm thick fully dressed cover with cut stone weather dripper complete for all works	M2	8.00		
43	Supplying and fixing stone liri in CM 1:4 work facing with proper projection and chisel dressing of edges of stone two line dressing of building corners, jambs etc. including uniform joints using aluminium square section of size 12 mm to 15 mm as per requirement of course and width of stone not less than 12 Cm., with requisite hummer headers (minimum length of stone 0.9 M) 6 cm. to 9 Cm. thick.	M2	15.00		
44	Supply and fixing Jaisalmer stone moulded arches (Margole) fully flowered leaves fully dressed carved with ornamental work 10 to 15 cm thick	M2	5.00		
45	Supplying and fixing Jaisalmer stone pillars (Surahidar) with when fixed in wall flute fully dressed and carved with ornamental work complete	M3	3.00		
46	Dismantling stone rubble masonry including stacking of serviceable material and disposal of unserviceable material within 50 meters lead.	M2	30.00		
47	P&L glazed tiles pieces for roof	M2	30.00		

	treatment having colour and shade as approved by the engineer in charge over 20mm thick under layer of cement mortar mix 1:4 with application of cement slurry incl. finishing of joints with white cement and pigment matching the shade curing etc. complete in all respect.				
48	Supply and fixing ashlar lintels and Dassa exposed horizontal and vertical faces 3 - lines fine dressed (bearing bed & top surface made perfectly even). Above 20 cm. Thick & above 2.15 m length. Ashlar	M	1.00		
49	Supply and fixing Jodhpur sand stone machine cut dash, coping, sill, lintel fixed in cement sand mortar 1:4 (b) 9cm (3.5") thick.	M2	45.00		
50	Supplying and fixing ashlar coping ordinary 7 to 10 cm. thick 2-line dressed (normal length of single piece not less than 0.90m) (a) White Ashlar	M2	4.00		
	TOTAL				

Note : 1) The quantities indicated above are estimated figures. Payment will be made for the actual work done/materials supplied.
2) Contract will be awarded on the basis of the overall lowest evaluated cost.
3) Rates/Amounts quoted above should be inclusive of all State Govt./Central Govt. taxes, including service tax, royalty, sales tax etc

SECTION - VI

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A) BID REJECTION CRITERIA (BRC)

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document.

1.0 TECHNICAL :

- 1.1 The bidder should have experience of having successfully completed similar works to any Govt. Organization /Public Limited/Private Company. During last seven years calculated up to the scheduled bid closing date, the bidder must have experience of successfully completing at least one similar work costing not less than INR 6.50 Lacs.

Similar Job/works mean civil/ structural works either in private sector limited company, Public Sector, State Government or Central Government. The party should furnish necessary documents in the form of experience certificate from the organization as mentioned above or a copy of contract/work order along with proof of payment against the said contract.

- 1.2 The bidder should have Annual Turnover of at least INR 3.90 Lakhs /- during any of the last 3 (three) financial years ending 31st March, 2016. The party should submit Audited annual report for the above.

2.0 COMERCIAL:

- 2.1 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **(SECTION-V)** (otherwise the bid will be rejected.) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.
- 2.2 Bids are invited under Single Stage Composite Bid System. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.
- 2.3 Bids must be kept valid for acceptance of OIL for at least 120 days from the date of scheduled bid closing. Failing which the offer shall be rejected, being non-responsive.
- 2.4 The Bids 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.

- 2.5 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections shall 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.
- 2.6 Any bid containing false statement will be rejected.
- 2.7 Bid received through OIL's e-portal shall only be accepted. Bids received in any other form shall not be accepted..
- 2.8 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.
- 2.9 Price quoted by the successful Bidder must be held firm during its performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 2.10 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
- Arbitration Clause
- Applicable Law Clause
- Liquidated damages clause

3.0 GENERAL

- 3.1 In case Bidder takes exception to any clause of tender document not covered under BRC/BEC, 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 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/BEC.
- 3.2 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/BEC also and such clarification fulfilling the BRC/BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 Bids received from un-solicited bidders will be liable for rejection.
- 3.4 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

B) BID EVALUATION CRITERIA (BEC)

- 4.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 4.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (Section-IV) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done during execution of the contract.
- 4.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

PROFORMA-I

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)
Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

(END OF SECTION - VI)

SECTION - VII

FORM OF PERFORMANCE BANK GUARANTEE **(UNCONDITIONAL)***

To: (Name of Company
(Address of Company
.....)

WHEREAS (Name and address of Contractor) (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... dated to execute (Name of Contract and brief description of the work) (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we.....(Name & address of Bank) having our registered office at.....(herein after called the Bank) have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the Contract or of the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** three months after Contract Completion.

SIGNATURE & SEAL OF THE GURANTOR
Name of Bank
Address
Date

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 21.0 under Section-II

(END OF SECTION-VII)

SECTION – VIII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company”) in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2016 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;

Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

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

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document.

DATE:

SIGNATURE OF THE BANK:

WITNESS:

SEAL:

(Signature, Name and Address)

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- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VIII)

APPENDIX-A

GENERAL HSE POINTS

- 1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.
- 2.0 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 the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
- 4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
- 5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager
- 6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site
- 7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.0 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

- 11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
- 14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
- 15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
- 16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.
- 18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor
- 19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
- 20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
- 22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor
- 23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
- 26.0 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.

.....

APPENDIX-B

Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.