



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: दुर्लियावाला, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durliajara, Assam

**Rajasthan Project**  
2-A, Saraswati Nagar,  
District Shopping Centre  
Basni, Jodhpur – 342 005  
Rajasthan, India.  
Phone -0291-2729466  
Fax : 0291- 2727050  
Email: [mat\\_rp@oilindia.in](mailto:mat_rp@oilindia.in)

Date:22/07/14

## FORWARDING LETTER

**Tender No:CJI4213P15**

### **Sub: Annual Maintenance Contract for PCs,Printers and Accessories**

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage Composite Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- i) OIL's Tender No. : CJI4213P15 dated 17.07.14
- ii) Tender Fee : Rs 2000/-
- iii) Type of Bid : **Single Stage Composite Bid System .**
- iv) Bid Closing Date & Time : 26.08.14; 11:00 hrs (IST) on 10.12.13
- v) Bid Opening (Technical) Date : 26.08.14; 15:00 hrs (IST) on 10.12.13
- vi) Bid Opening Place : Office of the Chief Manager (M&C)
- vii) Amount of Bid Security : Rs 58,000 /-
- viii) Amount of Performance Security: 7.5 % of the 1 year Estimated Agreement value
- ix) Mobilisation Time : 15 days.
- x ) Amount of Liquidated Damage : Liquidated damages shall be applicable @0.5% of the estimated agreement value for delay in mobilization/completion per week or part thereof subject to maximum of 7.5% of 1<sup>st</sup> year Contract Value.
- xi) Duration of Contract : 03(Three) years.

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

Yours faithfully,  
OIL INDIA LIMITED

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

## SECTION – I

### INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI4213P15 dated 17.07.14
- 1.2 Bid Closing Date : 26.08.14  
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : Rs 2000/-
- 1.4 Bid Security : Rs 58,000 /-
- 2.0 Description of Services: Annual Maintenance Contract for PCs, Printers and Accessories.
- 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 28/07/14 and 19/08/14 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](http://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](http://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.

1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

#### **A. BIDDING DOCUMENT / TENDER DOCUMENT**

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This bidding document includes the following:

- (a) A forwarding letter highlighting the following points:
  - (i) Oil India Limited 's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date, time and place.
  - (iv) The amount of Bid Security.
  - (v) The amount of performance guarantee.
  - (vi) Quantum of liquidated damages for default in timely mobilization.
- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Conditions of Contract (Section - IV)
- (g) Bid form & Price Schedule Details (Section - V)
- (h) The Bid Security Form (Section - VI)
- (i) The Performance Security Form (Section - VII)
- (j) The Contract Form (Section - VIII)
- (k) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section -IX)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining labour license-(Appendix-B)

2.1 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 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 etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX .
- (v) Bid Form & Price Schedule Details as per Section – V and Proforma – II of Section IX.
- (vi) All other Annexure, Proforma and Documents as required in the Tender

### **6.0 BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section –V & VI & Proforma-II in Section –IX respectively.

### **7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal.
- 7.2 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.
- 7.3 All duties and taxes including Corporate income taxes and other levies payable by the Contractor **including Service Tax** 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.

### **8.0 CURRENCIES OF BID AND PAYMENT:**

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

## 9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section – IX of the Bidding document

### 10.0 BID SECURITY:

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 10.4 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-VII for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit 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).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalization of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 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.**

**11.0 PERIOD OF VALIDITY OF BIDS:**

11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

11.2 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 10.0 above.

**12.0 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:**

**13.0 ONLINE SUBMISSION :**

13.1 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.

13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid screen. In case of any discrepancy between the rate quoted online and attached elsewhere in the bid, the online price will be considered for evaluation.

Note : Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 Rates/Prices must be quoted/maintained in the “online price schedule”. In case of any discrepancy between the rates quoted online format and elsewhere in the bid, OIL will consider the rates/prices quoted in the “online price schedule” only.

13.8 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexures and copies of documents should be submitted in e-form only through OIL’s e-bidding System. 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, RAJASTHAN (INDIA), 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.

14.0 DEADLINE FOR SUBMISSION OF BIDS :

14.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

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

15.0 EXTENSION OF BID SUBMISSION DATE/TIME:

15.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

15.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.0 FORMAT OF BID SUBMISSION:

16.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "HELP DOCUMENTATION" in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.

16.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.

16.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document. Bidders are requested to state their compliance/non-compliance to tender clauses as per PROFORMA-I to Section – IX.

17.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS :

18.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

18.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.

18.3 Bids should not be withdrawn during 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.

19.0 BID OPENING AND EVALUATION

19.1 Company will open the Bids, including submission(s) made pursuant to para 18.0, 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.

- 19.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 18.2 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.
- 19.3 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.
- 19.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 19.5 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.
- 19.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.
- 19.7 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.
- 19.8 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.
- 19.9 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.
- 19.10 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.
- 20.0 EVALUATION AND COMPARISON OF BIDS :  
The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- IX) of the tender document to establish inter-se-ranking of bidders.

21.0 CONTACTING THE COMPANY :

- 21.1 Except as otherwise provided in para 18.0 & 19.0 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.
- 21.2 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**

22.0 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.

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

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

24.0 NOTIFICATION OF AWARD:

- 24.1 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.
- 24.2 The notification of award will constitute formation of the Contract.

25.0 PERFORMANCE SECURITY & RETENTION MONEY :

- 25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (7.5% of 1 year evaluated contract cost) specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document (Ref. Section – VIII) 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.

- 25.2 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. 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 7.5% of 1 year evaluated contract value for the extended period and also to extend the validity of the performance security accordingly.
- 25.3 Failure of the successful bidder to comply with the requirements of para 25.1 or 25.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next lowest evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

#### INVOCATION OF PERFORMANCE BANK GUARANTEE

- 25.4 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.
- 25.5 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.

#### 26.0 SIGNING OF CONTRACT:

- 26.1 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.
- 26.2 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

### CONDITIONS OF AGREEMENT

MEMORANDUM OF AGREEMENT made this ..... day of ..... 2014 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 Proforma-II of Section-IX.
- 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 set down in the Schedule of Work which forms Section- V of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms Section- IV of this 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 deviation 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. The Contractor shall have no objection to carry out work in excess of the quantities stipulated in Proforma-II of Section-IX, if so ordered by the Company at the same rates, terms and conditions.
- 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

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 15 days of issue of Work Order and the work should be completed within 03(three)years from the date of issue of Work Order. Non compliance of this time schedule will call for imposition of Liquidated Damages.

9.0 VALIDITY OF THE AGREEMENT:

The Agreement shall remain valid for a period of 03(three) years from the 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 Schedule of Rates, Proforma-II 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 1<sup>st</sup> year 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 Rs. .... (approx), 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 Proforma-II 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 'Forece 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 'Forece 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 'Forece 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 The Contractor and the Company shall make effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the Agreement.

22.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which can not be settled in an amicable manner between the Contractor and the Company, the matter be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940 as amended up to date by any statutory modification or re-enactment thereof for the time being in force. Arbitration proceeding will be held in Jodhpur.

- 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 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.
- 25.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.
- 25.0 **SET OFF CLAUSE :**
- 25.1 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).

**(END OF SECTION – III)**

## SECTION – IV

### SPECIAL CONDITIONS OF CONTRACT

#### **1.0 INTRODUCTION**

1.1 This Section establishes the scope and schedule for the work to be performed by the contractor and describes reference to the specification, instruction, standard and other documents including the specification for any materials, tools or equipment which the contractor shall satisfy or adhere to while carrying out the work. Various details incorporated in this chapter for the contract are indicated below:

#### **2.0 SCOPE OF WORK**

2.1.0 The Contractor shall provide his own equipment along with qualified and experienced personnel for execution of following jobs in the operational areas of OIL Jodhpur:

2.1.1 The job will involve carrying out preventive as well as corrective maintenance of all PCs, Printers and accessories as mentioned in Annexure-I. The minimum quantity of items as mentioned in Proforma-II of Section-IX is the minimum assured quantity of items that will be offered for maintenance during the AMC period. OIL will have the right to bring additional systems under the purview of the contract as and when necessary up to the maximum limit mentioned in Annexure-I. Also, OIL will have the right to take out any system from the purview of the contract as and when necessary, maintaining the minimum qty. mentioned in Annexure-I.

2.1.2 The job includes supplying and replacing of all spare parts for equipment listed in Annexure-I. All spares used for maintaining the systems have to be new and from the OEM of the system being repaired.

2.1.3 If the contractor at any time during the contract period claims a system to be beyond repair due to obsolescence, the contractor has to submit a end-of support declaration document from OEM of the system in support of his claim. If such claim is validated, OIL's IT department may allow use of second hand spares for maintenance of such system, or will bring the system out of purview of this contract.

2.1.4 Contractor will have to maintain all hardware installed as mentioned in Annexure-I along with interface, network and power cables.

2.1.5 No cannibalization of any equipment will be permitted to carry out the maintenance services.

2.1.6 Disk media and print head is to be maintained within the scope of the maintenance services. Formatting of hard disk is to be done by the contractor whenever necessary after prior permission from OIL's authorized representative. Contractor will have to take back-up of hard disk before formatting and restore the backup after formatting.

2.1.7 Contractor will provide software maintenance and support for Windows Operating Systems, Windows Office applications, Symantec Antivirus, SAP Logon, etc. The loading of the existing software after formatting or change of Hard disk has to be done by the contractor. However, the CD media for the Software will be provided by OIL. In addition, the contractor will provide support for configuration of mail client, internet browser, data backup and recovery

support at the user end as and when required. However, necessary guidance, as and when necessary will be provided by IT engineers of OIL.

2.1.8 Contractor will have to restore the PC in case of malfunctions due to virus. Contractor will have to provide support to Antivirus Software. However the CD Media for the software will be provided by OIL.

2.1.9 Any defective hard disk replaced by contractor will remain property of OIL for Data security purpose. After replacement, the contractor has to deposit the defective disk to OIL's authorized representative.

2.1.10 The contractor has to keep spares at site as mentioned in Annexure-II to minimize downtime of all the equipments. At the start of the contract, the spares as mentioned in Annexure -II of this document has to be submitted to OIL's IT department.

2.1.11 The contractor shall carry out acceptance tests of all the equipment mentioned in Annexure-I, in the presence of authorized representative of OIL, at least 1 weeks prior to start of the contract. Any equipment found defective during the acceptance tests, will have to be brought to the notice of authorized representative of OIL on a day-to-day basis. An estimate for such repair (including cost of spares) has to be submitted by the contractor before start of the contract. OIL reserves the right to get the same repaired at competitive rates by any other contractor, at its own discretion. The cost of one-time repair of such equipment will be borne by OIL. The contractor has to put tags on systems being maintained against this contract. The tag should contain contractor's name, contract start date.

2.1.12 If demanded by OIL, the contractor has to sign a confidentiality agreement with OIL as per IT security policy of OIL.

2.1.13 The contractor has to submit personal details of his technicians including present address, permanent address, contact phone and mobile no. etc.

### **3.0 TIME FRAME**

3.1 The contract will start after workorder and shall be valid for a period of three years.

### **4.0 PERSONNEL**

4.1.1 At least 1 (One) qualified engineer with minimum three years experience will have to be stationed at Jodhpur, exclusively for maintenance of minimum quantity of PCs, Printers (Mono Laserjet, Color Laserjet and Inkjet Printers), Scanners, etc. as mentioned in Annexure-I.

4.1.2 The engineer should be available at site during office hours, i.e. (9.30 am to 4.30 pm).

4.1.3 The engineer should have at least a minimum qualification of Diploma in Computer Science / Electronics / Electricals / Telecommunications / Instrumentation or Diploma in Computer Applications with adequate experience in computer maintenance.

4.1.4 The Bio-data of the engineers to be posted at Jodhpur should be provided by the bidder. However, OIL will have the right to ask for replacement if not found suitable to carry out the maintenance services at any time during the contract period.

### **5.0 SCOPE OF EQUIPMENT SUPPLY**

5.1 All equipment and machinery necessary to carry out the maintenance job will be contractor's responsibility.

## **6.0 PERFORMANCE OF WORK**

6.1.0 The contractor shall submit weekly progress report about various aspects of the job to company as per the scope of work and the review meeting shall be conducted monthly to discuss various issues. The periodicity of such report may be changed by the company, at its discretion. All the materials, equipment, spares, etc. be provided by the contractor and the manner and speed of execution and maintenance of operations are to be conducted in a manner to the satisfaction of the company's representative.

6.1.1 If the contractor needs to send any equipment out of the premises of OIL for repair purpose, the same shall be permitted after taking due written permission from IT personnel or his authorized representative. In case the contractor needs to send a PC for repair outside the premises of OIL, the hard disk of such PCs will be removed by OIL authorities before providing necessary permission for the same. This is for security purpose. The cost of transport for such equipment has to be borne by the contractor. Any damage/loss of such equipment during transit will be the responsibility of the contractor.

6.1.2 Any equipment sent out of the premises of OIL for repair purpose should be returned back to OIL, duly repaired, within a maximum period of 15 days, failing which, the contractor has to provide a permanent replacement with same or higher configuration.

6.1.3 Stock replenishment should be made from time to time before the stock level falls below 80% of the minimum spares to be stocked at site.

## **7.0 SAFETY**

7.1.1 The contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules & regulation of company provided to contractor in writing.

7.1.2 The contractor shall report as soon as possible any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulation.

## **8.0 PROTECTION OF PROPERTY & EXISTING FACILITIES**

8.1 The contractor shall perform each work in such a manner as will prevent damage to the company's property and shall carry on the works in such a manner as to conform to, and consistent with, and not to interfere in any way with continuous and safe operation of the computers. Any permanent damage/loss to the company's installation, assets and equipment due to the operation of the services envisaged under this contract shall have to be remedied by the contractor, entirely at its own cost, which will include and shall not be limited to actual replacement of such damaged assets and equipment, or payment of actual replacement cost in relation thereto, as may be incurred by the company.

## **9.0 EXTENSION**

9.1 The contractor will quote for item-wise and unit-wise for all the items in annexure I. Payment will be made as per the actual number of items maintained by the contractor during the billing period. During the contractual term, OIL will have the right to increase the quantity of any of the items mentioned in Annexure-I, at the same unit rate on pro-rata basis, as per the same terms and conditions of the contract (up to the limit of maximum quantity maintained in

annexure I). The added items will be paid on monthly pro-rata basis for full month and daily basis for any part period thereof, with effect from the date of inclusion of the item under the contract till the end of contract period. OIL will also have the right to reduce the quantity of any item mentioned in Annexure-I (up to the limit of minimum quantity mentioned in Annexure-I), during the term of contract.

9.2 OIL reserves the right to extend the validity of the contract by maximum 1(One) year as per same rates and same terms & conditions of this contract.

## **10.0 PENALTY**

10.1.1 In case the contractor fails to repair any equipment listed in Annexure-I within 24 hours from the time of reporting the breakdown, or provide a permanent replacement as per clause 6.1.2, a penalty of Rs. 100/- per day per system will be levied. In case of absence of the engineer for more than 24 hours, a penalty of Rs. 1,000/-, will be levied. If for any reason, the contractor fails to repair the equipment within seven successive days from the date of reporting, the contract will be extended by the said period, at no extra cost, in addition to the above penalty. However, the maximum penalty amount shall not exceed 15% of the total contract value.

## **11.0 OBLIGATIONS OF THE CONTRACTOR**

11.1.1 Contractor at his own cost shall arrange clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the contractor.

11.1.2 Contractor will have to provide Mobile Telephone facilities to site Engineer to facilitate immediate contact from OIL.

11.1.3 Contractor will have to arrange its own transport facility for the maintenance engineers to attend to the maintenance calls, and for movement of spare parts within Jodhpur where, these computers and peripherals are installed.

11.1.4 Company will have the option to upgrade the Hard disk or Memory or OS of the systems, during the term of the contract. However, the contractor will have to maintain the upgraded Hard disk, Memory and OS, within the scope of the contract.

11.1.5 The quality of the replacement PCs/Printers/other items that may be replaced during the term of AMC, has to be equivalent or better or higher capacity than the replaced unit. The same has to be certified by representative of IT, before replacement.

11.1.6 The Contractor will have to follow the preventive maintenance schedule of at least once in three months per PC / Printer/ Peripherals/ other items, strictly throughout the period of contract.

11.1.7 The Contractor will be responsible for any property of OIL sent by the contractor to outside OIL premises for repair. Any loss or damage to such property has to be borne by the contractor.

11.1.8 Contractor will be responsible for timely submission of the field call reports everyday for the calls attended in OIL's standard format. The field call reports have to be duly signed by the respective users.

11.1.9 Contractor will have to submit a weekly report on the first working day of every week regarding the list of spares stocked at site as per Annexure II. The report should include spares consumed, spares replenished and present stock of spares.

11.1.10 Contractor will have to maintain an attendance register at OIL. The date and time of reporting of station engineer has to be logged on to the register, on all working days of OIL.

## **12.0 OBLIGATIONS OF COMPANY**

12.1.1 The Company shall provide the contractor access to all the computers, peripherals and related equipment as mentioned in Annexure-I under contract, for the purpose of maintenance.

12.1.2 The Company shall provide, if required all necessary documents for clearance from Government of India or States or their departments or undertaking and will extend all assistance and necessary help to the contractor.

## **13.0 Payment**

13.1.1 Payment shall be made on monthly basis after completion of period.

## **ANNEXURE-I**

### LIST OF COMPUTERS AND PERIPHERALS TO BE COVERED UNDER AMC

| S.No. | Item Description  | Quantity |         |
|-------|---|----------|---------|
|       |   | Minimum  | Maximum |
| 1.    | Computer (core i/pentium 4)   | 30       | 130     |
| 2.    | Notebook Computers  | 8        | 15      |
| 3.    | Workstation<br>(Windows Based Intel Xeon Workstations,HDD with RAID/without RAID,ECC/Non ECC RAM, with Graphics card) | 1        | 3       |
| 4.    | Laserjet Printers   | 45       | 80      |
| 5.    | Inkjet Printers   | 10       | 20      |
| 6.    | Mono Multifunction Printers   | 10       | 18      |
| 7.    | Color Multifunction Printers  | 1        | 4       |
| 8.    | Dot Matrix Printers   | 2        | 3       |
| 9.    | Scanners  | 2        | 5       |

#### Note:

1. The computer items against item no. 1, 2 and 3 includes all accessories like hard disk, floppy drive, DVD or CD-ROM Drive or DVD Combo Drive or DVD Writer, Ethernet Card, Key Board, Mouse, Multimedia kit, etc. The configuration of CPU, RAM and the above accessories are machine dependant and are not uniform.

2. The operating systems of computer items against item no. 1, 2 and 3 are machine dependant and are not uniform.

#### Annexure - II

### LIST OF SPARES TO BE STOCKED AT SITE

#### I. DISK MEDIA/ SPARES

A. Hard Disk Drive - 5000 GB Minimum 2

|                    |   |
|--------------------|---|
| B. SMPS            | 5 |
| C. DVD COMBO DRIVE | 2 |
| D. Key Board       | 5 |
| E. Mouse           | 5 |
| F. USB Cable       | 5 |
| G. Power Cable     | 5 |

## II. MAINTENANCE TOOLS

|  |       |
|--|-------|
| A. Digital Multimeter (per Engineer)                                   | 1     |
| B. Basic Electronic tool kit for<br>maintenance purpose (per Engineer) | 1 set |

### Note:

All standby systems, disk media and hardware spares should be new and of reputed brands as mentioned above .

**(END OF SECTION – IV)**

**SECTION - V**

**BID FORM AND PRICE SCHEDULE DETAILS**

**(A) BID-FORM**

Date :  
Tender No. :  
(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within seven days calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept lowest or any Bid you may receive.

Dated this ..... Day of ..... 2014

-----  
(Signature)

-----  
(in the capacity of)

Bidder's Name :  
Bidder's Address :

**(B) PRICE SCHEDULE DETAILS :**

Bidders must quote their rates strictly as per format provided in Section – IX vide PROFORMA-II.

**(END OF SECTION – V)**

**SECTION – VI**

**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 ..... , 2014 .

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)

- 
- 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 - VI)**

**SECTION - VII**

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

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

WHEREAS (Name and address of Contractor) ..... (hereinafter 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 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 (.....)\*\* Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....  
Name of Bank :.....  
Address :.....  
Date :.....

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\* 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 25.0 under Section-II

**(END OF SECTION-VII)**

## SECTION-VIII

### SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the ..... day of 2014... between (name of Company) ..... of (Mailing address of Company) ....., hereinafter called “the Company”, of the one part and (Name of Contractor) ..... (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) ..... and has by Letter of Acceptance (date of Letter of Acceptance) ..... accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:  
This Form of agreement,  
The Letter of Acceptance,  
The Contractor’s Bid and enclosures,  
The Technical Specifications,  
The Priced bill of quantities,  
The Drawings,  
The Schedule of Supplementary Information,  
The special Conditions of Contract and  
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said  
Name \_\_\_\_\_

By the said  
Name \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

On behalf of the Contractor  
in the presence of:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\* Bidders are NOT required to complete this form.

**( END OF SECTION - VIII )**

## **SECTION -IX**

### **BID REJECTION / EVALUATION CRITERIA (BRC/BEC)**

#### **BID REJECTION CRITERIA**

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

#### **1.0 TECHNICAL**

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of Work will be considered as incomplete and rejected.

1.2 The Bidder should have experience and expertise in experience in Maintenance of PC,Printer and Accessories. During last seven years calculated up to the scheduled bid closing date, the bidder must have successfully carried out at least one similar job. Bidder's experience of having successfully completed similar works during last seven years should be either of the following:

- i) One single contract of value not less than Rs. 23.03 lakhs
- ii) Two contracts, each one of value not less than Rs. 14.39 lakhs
- iii) Three contracts, each one of value not less than Rs. 11.51 lakhs

Note: Documents establishing successful execution of contracts as above must be submitted alongwith the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate issued by the client. " Similar nature of Job" mentioned above means experience in Maintenance of PC, Printer and Accessories

1.3 The bidder must have a minimum average annual turnover of Rs 8.63 lakhs during last three completed financial years. Bidder must provide copy of their Balance Sheet and audited profit & loss account in support of their eligibility in this regard.

1.4 Conditional offers will be rejected.

1.5 Technical Requirement for Bidders (eligibility criteria)

1.5.1 The bidder must be OEM or his authorized service partner. If the bidder is an OEM's authorized service partner, then he should be an authorized service provider of any one of the OEMs of PCs i.e. IBM/ HP / COMPAQ / ACER / HCL / WIPRO / DELL and any one of the OEMs of Printers, i.e. HP / TVSE / EPSON.

1.5.2 Bidders or his authorized service partner must have minimum experience of 3 (Three) years in providing maintenance service of PCs and peripherals.

1.5.3 The bidder or his authorized service partner should have executed through a single AMC maintenance of at least 50 PCs along with peripherals.

1.5.4 Necessary documentary evidence in support of all the above eligibility criteria is to be submitted by the bidder along with the bid.

## 2.0 COMMERCIAL:

2.1 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.

2.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the “online price schedule” only. The rates quoted in the “online price schedule” will only be considered.

2.3 Price Bid Format in the form of MS-Excel sheet has also been uploaded in e-Tender. In case of disagreement in the quoted rate between “On line” and “MS-Excel sheet”; rate quoted in the “online price schedule” shall prevail.

2.4 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

2.5 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.

**2.6 Bids received in physical form, but not uploaded in OIL’s e-Tender Portal will be rejected.**

**2.7 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), 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.**

2.8 Bids received by Company after the bid closing date and time will be rejected.

2.9 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.

2.10 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated 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.

2.11 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.

2.12 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.13 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 **Proforma -I** : The Compliance statement must be filled up by bidders and to be submitted along with their bids. In case bidder takes exception to any clause of the bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by 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.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

### B. BID EVALUATION CRITERIA (BEC):

1.0 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.

1.1 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 (**Proforma-II**) 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/studies carried out during execution of the contract.

1.2 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 for the purpose of evaluation. 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)**

| <b>SECTION NO.<br/>(PAGE NO.)</b> | <b>CLAUSE NO.<br/>SUB-CLAUSE NO.</b> | <b>COMPLIANCE/<br/>NON COMPLIANCE</b> | <b>REMARKS</b> |
|-----------------------------------|--------------------------------------|---------------------------------------|----------------|
|                                   |                                      |                                       |                |

**(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.

**PRICE BID FORMAT**

| <b>Sl.No.</b> | <b>Description</b>                           | <b>Unit</b> | <b>Qty.</b> | <b>Rate (Rs)</b> | <b>Total (Rs)</b> |
|---------------|--|-------------|-------------|------------------|-------------------|
| <b>(1)</b>    | <b>(2)</b>                                   | <b>(3)</b>  | <b>(4)</b>  | <b>(5)</b>       | <b>(6)</b>        |
| 1             | Computer                                     | NO          | 4680.00     |                  |                   |
| 2             | Notebook Computers                           | NO          | 540.00      |                  |                   |
| 3             | Workstation                                  | NO          | 108.00      |                  |                   |
| 4             | Laser Jet Printers                           | NO          | 2880.00     |                  |                   |
| 5             | Ink Jet Printers                             | NO          | 720.00      |                  |                   |
| 6             | Mono Multifunction Printers                  | NO          | 648.00      |                  |                   |
| 7             | Color Multifunction Printers                 | NO          | 3060.00     |                  |                   |
| 8             | Dot Matrix Printers                          | NO          | 108.00      |                  |                   |
| 9             | Scanners                                     | NO          | 144.00      |                  |                   |
| 10            | Maintenance Engineers's Charge               | NO          | 36.00       |                  |                   |
|               | <b>TOTAL PRICE [SUM OF COLUMN (6) ABOVE]</b> |             |             |                  |                   |

- Note:**
- 1) The estimated quantities indicated above against each item are for evaluation purpose only. 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

**( END OF SECTION -IX )**

**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 & 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 (within 10 days) 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.

**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;

**Notes:**

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.

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