

OIL INDIA LIMITED
EXPLORATION BASIN

(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: nef@oilindia.in

E-TENDR NOTICE

OIL INDIA LIMITED (OIL) invites Bids under Single Stage Two Bid System from established Civil Engineering firms / contractors through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works.

IFB No.	SHORT DESCRIPTION OF SERVICE	BID SECURITY	COST OF BID DOCUMENT
CNI2970P17	RESTORATION WORKS AT DRILLING LOCATION KA-1 IN NELP BLOCK (AA-ONN-2002/03), DIMA HASAO DISTRICT OF ASSAM, INDIA.	Rs. 70,000.00	Rs. 1000.00

Period of Sale of Bid Doc. for above work: 28-12-2016, 07:00 am to 17-01-2017, 03:30 pm.

Bid Closing / Opening Date & Time for all the above works: 24-01-2017 11.00/14.00 Hrs

Bidder shall require User ID and Password for online submission of Bid. Vendors having user ID & password can purchase bid documents on-line through OIL's electronic Payment Gateway. Alternatively, bidders can write to GM (Exploration), Exploration Basin, Oil India Limited, P.O. Duliajan, Assam-786602 along with cost of bid document (non-refundable) in the form of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan, which must reach GM (Exploration) office on or before the last date of sale of Bid Document.

New Vendors who do not have User ID & password shall request OIL for the issue of the same well in advance and OIL will take up to 5 working days to issue the same. Therefore bidder should not delay in making request till the last moment in their own interest. In case of delay because of late request by the bidders, OIL shall not be responsible for non-submission of Bid in absence of user ID and Password. Alternatively, User ID and Password may be generated online by the bidders by using the link for supplier enlistment given in OIL's e-tender portal and can purchase bid documents subsequently in the similar manner.

EXEMPTION OF TENDER FEE: Central Govt. Departments and Central Public Sector Undertakings (PSU) are exempted from payment of tender fee. Application for exemption of Tender Fee must reach the office of GM (Exploration), Exploration Basin, Oil India Limited, Duliajan-786602(Assam) within the bid selling period.

No physical Bid documents will be issued. The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com.

All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.

**OIL INDIA LIMITED**

(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

EXPLORATION BASIN

TEL: (91) 374-2807451/62
E-mail: nef@oilindia.in
Website: www.oil-india.com
FAX: (91) 374-2801799

COVERING LETTER

M/s. _____

E-TENDER NO. : CNI2970P17

BRIEF DESCRIPTION OF SERVICE: RESTORATION WORKS AT DRILLING LOCATION KA-1 IN NELP BLOCK (AA-ONN-2002/03), DIMA HASAO DISTRICT OF ASSAM, INDIA.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas having its Headquarter at Duliajan, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Assam, Mizoram and Arunachal Pradesh, but have also extended its activities in different parts of India and abroad. Company's Headquarter at Duliajan is well connected by Rail and Air with nearest domestic Airport at Dibrugarh, which is 45 km away from Duliajan.

2.0 In connection with its exploration activities for hydrocarbons in the state of Assam, OIL's Exploration Basin invites **ONLINE DOMESTIC COMPETITIVE BIDS** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM** from competent and experienced indigenous Service Providers/Contractors for providing the above services and details are enclosed herewith.

OIL's e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>

3.0 You are, therefore, invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

(i)	IFB No./Tender No.	: CNI2970P17 dated 12.11.2016
(ii)	Tender Fee	: INR 1,000.00
(iii)	Type of Bidding	: Online Single Stage Two Bid System
(iv)	Bid Closing Date & Time	: As mentioned in the e-portal
(v)	Technical Bid Opening Date & Time	: As mentioned in the e-portal
(vi)	Price/Commercial Bid Opening & Time	: Will be intimated to the eligible bidders nearer the time
(vii)	Bid Security Amount	: INR 35,000.00 (should be valid up

Tender No. : **CNI2970P17**

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		to 150 days from bid opening date)
(viii)	Bid Security to be submitted to	: General Manager -Exploration Exploration Basin, Oil India Limited, P.O.- Duliajan -786602, Assam, India
(ix)	Bids to be addressed to	: Bids must be uploaded online in OIL's E-procurement portal addressing to: : General Manager -Exploration Exploration Basin, Oil India Limited, P.O.- Duliajan -786602, Assam, India
(x)	Bid Opening Place	: Office of General Manager - Exploration Exploration Basin, Oil India Limited, P.O.- Duliajan -786602, Assam, India
(xi)	Amount of Performance Guarantee	: 2.5 % of the total estimated value of contract
(xii)	Mobilization Time	: Within two(2) weeks from the date of issue of Letter of Award(LOA)
(xiii)	Quantum of Liquidated Damage for Default in Timely Mobilization	: 0.5% of the total contract value for delay per week or part thereof, subject to maximum of 7.5% of contract value
(xiv)	Period of Contract	: 8(Eight) weeks

4.0 GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:

- 4.1 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.
- 4.2 The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid or system related problems, bidders may contact the following officials of OIL.
- (a) Mr. Balen Bharali, Manager (ERP-MM) at balen_bharali@oilindia.in or Phone No: 0374 280 7171 or 09883687738 (mob).
- (b) Mr. Arupjyoti Changkakoti, Dy. Manager (ERP-MM) at arup_changkakoti@oilindia.in or Phone No: 0374-280 7192 or 09883687738 (mob).
- 4.3 For any clarification with respect to the terms of Tender including Scope of Works etc., Bidders may contact bhagyas@oilindia.in / nef@oilindia.in

5.0 SALE OF TENDER DOCUMENT:

- 5.1 Tender Document shall not be issued by Company in physical form. However, the interested Bidders should submit their applications to **THE GENERAL MANAGER-EXPLORATION, EXPLORATION BASIN, OIL INDIA LIMITED, P.O. DULIAJAN, DIST: DIBRUGARH, ASSAM (INDIA), PIN-786602** giving their full address (**clearly indicating their E-mail Id., Contact No., & Tender No.**) along with a non-refundable Tender Fee of **INR 1,000.00** (PSUs & firms registered with NSIC/SME are exempted from payment of cost of tender documents provided they furnish valid evidence that they are registered for the above services) in the form of Demand Draft drawn in favour of OIL INDIA LIMITED and payable at DULIAJAN, between the period mentioned in the e-portal during office hours only and minimum one week prior to the scheduled Bid Closing Date. On receipt of the application and Tender Fee as above, **USER ID** and initial **PASSWORD** will be communicated to the applicant (through e-mail) for participation in the tender through OIL's e-Procurement portal.
- 5.2 Bidders who are already having Vendor Code/User ID are advised to login using their respective User ID & Password and register against the e-tender and indicate the same while making application along with tender fee for participation. Tender Document can also be purchased online.
- 5.3 Tender documents are not transferable. Offers made by bidders who have not purchased the tender documents from the Company as above shall be rejected.

6.0 BID SUBMISSION & OPENING:

- 6.1 Bids are invited under Single Stage Two Bid System i.e. '**Techno-Commercial Bid**' (hereinafter referred as '**TECHNICAL BID**') and '**Commercial Bid**' (hereinafter referred as '**PRICED BID**'). Both the bids i.e. the Technical Bid & the Priced Bid are to be uploaded on-line through OIL's e-Tendering Portal latest by **11:00 Hrs (IST) (Server Time)** within the Bid Closing Date as specified and the Technical Bids will be opened on the same day at **14:00 HRS (IST) (Server Time)** in the office of THE GENERAL MANAGER-EXPLORATION, EXPLORATION BASIN, OIL INDIA LIMITED, P.O. DULIAJAN, DIST: DIBRUGARH, ASSAM(INDIA), PIN-786602 in presence of authorized representatives of the bidders, who choose to attend. No bid, except the original Bid Security (EMD), will be accepted in physical form.
- 6.2 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Both the bids i.e. the Technical Bid & the Priced Bid must be submitted online on/or before the scheduled Bid Closing Date & Time.
- 6.3 The Technical Bid along with all technical documents related to the tender should be uploaded under "**Technical RFx Response**" Tab only. Bidders to note that no price/cost details should be uploaded in "Technical RFx response" Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under "**Notes & Attachments**" tab. The price/rates quoted in the "PRICE BIDDING FORMAT" only shall be considered for bid evaluation and award of contract.

- 6.4 The bids & all uploaded documents must be digitally signed by the duly authorised representative of the bidder using 'Class 3' digital signature certificate [e-commerce application (Certificate with personal verification & 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.
- 6.5 The authenticity of above digital signature may be verified through authorized CA after bid opening. If the digital signature used for signing is not of 'Class -3' with Organizations name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 6.6 Priced Bids of technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.
- 6.7 Bidders should quote their rates against all individual items as per Price Bid Format. The rates shall be both in words & figures up to two decimal places. Bids in which rate for any part of the services is not quoted shall be rejected, being incomplete. Therefore, the bidder must mention '**NIL RATE**' or '**NIL**' against all such items of their bid where no charge is involved/envisaged by the bidder.
- 7.0 **LANGUAGE OF BID:** 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 only.
- 8.0 **EARNEST MONEY (BID SECURITY):**
- 8.1 Bidders shall deposit requisite Bid Security of **INR 35,000.00** (Rupees Thirty-Five Thousand) only in the form of Demand Draft/Banker's Cheque/Bank Guarantee from any Indian Nationalized/Schedule Bank in favour of **OIL INDIA LIMITED** & payable at **DULIAJAN**. Bids without Bid Security in manner specified above will be summarily rejected. Bid Security shall not earn any interest to the bidder from the Company.
- 8.2 Bid Security in the form of Bank Guarantee as per **PROFORMA-B** should be valid for **150 days** from bid opening date.
- 8.3 SEALED ENVELOPE containing **the original Bid Security** (EMD) shall be marked/ superscripted with the Tender Number & Description of Service as above and shall be addressed to **GENERAL MANAGER-EXPLORATION, EXPLORATION BASIN, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602** or dropped in the TENDER BOX placed at the OFFICE OF THE GENERAL MANAGER-EXPLORATION, EXPLORATION BASIN, OIL INDIA LTD, P.O. DULIAJAN, DIBRUGARH, ASSAM, INDIA, PIN-786602 (same address as above) on or before **2.00 PM** on the schedule date of Technical Bid Opening. Bidders may also send their Bid Security by Registered Post or by Courier Services. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the bidder.

- 8.4 Bid against which the original **Bid Security** as above is not received in time shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted /accepted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.
- 8.5 A scanned copy of Bid Security may also be uploaded online along with the Technical Bid (for record purpose).
- 8.6 Successful bidder's Bid Security will be returned/refunded upon their signing the contract and on submission of Performance Security. Bid Security of all unsuccessful bidders will be returned within 30 days of expiry of the period of bid validity.
- 8.7 However, the Bid Security may be forfeited in any of the following cases -
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder;
 - or
 - (b) If a successful bidder fails or refuses:
 - (i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
 - (ii) To furnish Performance Security.
 - (iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.
- 9.0 **EXTENSION OF BID SUBMISSION DATE:**
- 9.1 Normally no request from bidder for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason(s) at its option to which bidders will not have any objection.
- 9.2 In case of receipt of Bid from only one party on the scheduled Bid Closing Date and Time, Company may extend the Bid Closing /Opening Date by 2(two) weeks. However, the single bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices once original bid closing date & time is over. Withdrawal of such Bid during the extension period is also not permitted.
- 9.3 In case the scheduled bid closing / opening date happens to be a non-working day for any reason or *Bandh* /Strike etc. at Duliajan, the bids will be received upto 11:00 HRS. (IST) and opened at 14:00 HRS. (IST) on the following full working day. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date up to two (2) weeks at its option. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

10.0 **PERIOD OF BID VALIDITY:**

- 10.1 Bids shall remain valid for **120 days** from the date of technical bid opening.
- 10.2 In exceptional circumstances, the Company may solicit the bidder's consent to an extension of the bid validity period. The request and the response thereto shall be made in writing. The Bid Security provided under para. 8.0 above shall also need to be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security.

11.0 **BID OPENING & EVALUATION:**

- 11.1 Bids will be opened on the scheduled bid opening date & time in presence of authorized representatives of bidders, who choose to attend. An authorization letter from the bidder must be produced by the representative, failing which the representative will not be allowed to attend the bid opening. Only one representative against each bid will be allowed to attend.
- 11.2 Being the subject tender is under **ONLINE SINGLE STAGE TWO BID SYSTEM** only the technical bids will be opened on the scheduled bid opening date and time as mentioned in the Covering Letter.
- 11.3 At bid opening, Company will announce the Bidder's names, submission of requisite Bid Security and such other details as the Company may consider appropriate.
- 11.4 Technical Bids will be evaluated for their conformity to the Bid Rejection Criteria (BRC), specifications, parameters, terms & conditions, etc. given in the tender document. To assist such evaluation the Company may ask the bidder(s) for clarifications on their bids. The request for such clarifications & the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Clarifications from bidder(s) must be received within the date fixed by the Company, failing which the bid shall be liable for rejection.
- 11.5 The Priced Bids of technically qualified bidders (bidders whose technical bids are determined to be responsive by Company) will be subsequently opened in presence of authorized representatives of the bidders, who choose to attend, on a pre-determined date & time, which will be notified to all such qualified bidders nearer the time.
- 11.6 The Priced Bids will be evaluated as per Bid Evaluation Criteria (BEC) and other clauses detailed in the tender documents for their commercial ranking. In case of any Arithmetical errors in the bid (s), i.e. in case there is any 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, their bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 11.7 Conditional bids are liable to be rejected at the discretion of the Company.

- 11.8 Before submission of bids, the bidder is advised to inspect the work site with permission from General Manager-Exploration or his representative, to assess the nature and extent of work and the conditions under which it will be carried out. He may also seek such clarification from this office as are deemed necessary.
- 11.9 The bidders should quote their rates against individual items. The rates shall be both in words & figures up to two decimal places only.
- 12.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un priced bid documents.
- 12.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 12.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 12.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 12.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 12.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 12.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

- 12.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.
- 13.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid, i.e. OIL's Standard Form of Contract.
- 14.0 OIL INDIA LIMITED reserves the right to curtail / enhance the scope of the work or cancel, if required.
- 16.0 The work shall have to be start within **two (2) weeks** from the date of work order/LOA.
- 17.0 **TIME SCHEDULE:** The time allowed for completing the work will be reckoned from the date of issue of work order. Time is the essence of the Contract and failure on part of the contractor to complete the work within the stipulated time, shall entitle the Company to impose liquidated damages and / or penalty from the contractor as per terms of the Contract.
- 18.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

19.0 BIDDER(S) MUST ALSO FURNISH THE FOLLOWINGS:

- a) NAME OF FIRM :
- b) DETAIL POSTAL ADDRESS :
- c) MOBILE / TELEPHONE NO :
- d) E-MAIL ADDRESS :
- e) FAX NO. (If available) :
- f) CONTACT PERSON :
- g) VENDOR CODE (If available):

- 20.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the whole bidding process at any time prior to award of contract, without incurring any liability to the affected bidder/s or without having any obligation to inform the affected bidder on the grounds for Company's such action.

21.0 AWARD & SIGNING OF CONTRACT:

- 21.1 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/e-mail (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- 21.2 The notification of award as above will constitute formation of the Contract.
- 21.3 Company reserves the right to curtail / enhance the scope of the work/services or cancel the whole tendering process, if required, without being liable to the bidders of the consequence.

21.4 On receipt of the LOA, the successful bidder will be required to furnish a Performance Security of requisite amount to the Company and subsequently will enter into a formal contract with the Company as per the terms & conditions detailed in this tender document. For this purpose, Company will either call the successful bidder for signing the agreement or send the Agreement to the bidder in duplicate, one set of which shall be returned back to the Company within 15 days of receipt after duly signed and dated.

22.0 **PERFORMANCE SECURITY:**

22.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Covering Letter or as may be called for vide Letter of Award (LOA) issued by Company. The Performance Security must be in the form of a Demand Draft/ Banker's Cheque/Bank Guarantee (BG) as per **PROFORMA-C** herein and should be from any Nationalized / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

22.2 The Performance Security specified above must be valid for **90 (Ninety) Days** beyond the Contract duration. The Performance Security shall be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

22.3 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.

22.4 The Performance Security shall not accrue any interest during its period of validity or extended validity.

22.5 Failure to comply with the terms & conditions of the contract, the Contractor would render themselves liable for forfeiture of their Performance Security, apart from any other actions as may be deemed for by Company including debarment from participation against OIL's all future tenders for a period of 2(two) years from the date of such default.

23.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:**

In case, the LOA is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in this tender document, the Bid Security shall be forfeited and the bidder shall be debarred from participation in OIL's all future tenders for 2(two) years from the date of such default.

24.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found at any time that, a Bidder/Contractor has/had furnished fraudulent documents/ information, the Bid Security/Performance Security shall be forfeited and the bidder/ contractor shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act, besides legal action.

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

- a) Covering Letter.
- b) Bid Rejection Criteria & Bid Evaluation Criteria (BRC/BEC)
- c) Part-I : General Terms and Conditions for Works Contract (GCC)
- d) Part-II : Schedule of Work, Unit and Quantity (SOQ)
- e) Part-III : SCPME
- f) Part-IV : Safety Measures

26.0 OIL now looking forward for active participation of all experienced/eligible Contractors/Firms in the tender. For any further clarifications on the tender, **GENERAL MANAGER-EXPLORATION** and/or the undersigned may be contacted during the office hours.

(B.SONOWAL)
MANAGER (MATERIALS)-BASIN
FOR GENERAL MANAGER-EXPLORATION

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

(A) BID EVALUATION CRITERIA (BEC):

The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications/ Scope of Work. Notwithstanding the general conformity of the bids to the stipulated specifications/ scope of work, 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** Interested bidders meeting the following requirements are requested to submit their bid along with the following documents to qualify for opening.
- 1.1**
- (a) Annual Financial Turnover:** Annual Financial Turnover of the bidder during **any of preceding three financial / accounting years from the original bid closing date** should be at least **Rs. 8,68,808.00**.
 - (b) Net Worth** of bidder must be positive for preceding financial/ accounting year.
 - (c)** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/ accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that 'the balance sheet / Financial Statements for the financial year (as the case may be) has actually not been audited so far.

Notes:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
 - (i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Annexure-II**.
 - OR**
 - (ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the bidder is a Central Govt. Organization / PSU/ State Govt. Organization / Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government,

their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- 1.2 (a) **Experience:** The firm/vendor should have the experience of successfully executed one similar work* valuing not less than **INR 8,68,808.00** (Rupees Eight Lakh Sixty Eight Thousand Eight Hundred and Eight Only) for any Central/ State Govt. departments like CPWD, State PWD, Railway, MES or Public Sector Undertakings like OIL, ONGCL, IOCL & GAIL etc. during the last seven (7) years preceding to the date of submission of bid:

*Similar works mean any of the following nature of jobs:

- i) Construction of new civil works in hilly/mountainous area.
- ii) Site development/site preparation work involving earth work, CC, RCC works etc in hilly/mountainous area.
- iii) RCC Foundation/ Boundary wall/ RCC Building in hilly/mountainous area involving of earth work etc.

(b) List of works already executed during last seven (7) years should be furnished as per NIT, supported by copy of **Contracts / Work-orders** and **Completion certificates** against each such work issued by the appropriate authority i.e., Executive Engineer or higher authority for Govt. Organizations and Chief Engineer/Chief Manager or higher authority for Public Sector Undertaking showing the followings:

- (a) Brief description of the work
- (b) Contract No. / Work order no.
- (c) Gross value of work done
- (d) Completion time (duration)
- (e) Date of starting
- (f) Date of completion

- 1.3 **Bank Account:** The firm/vendor must have a bank account in any scheduled/ nationalised bank. Copy of Pass Book or a cancelled cheque must be submitted along with the offer/bid.
- 1.4 **VAT Registration:** The firm/vendor is required to submit documentary evidence of their VAT registration along with the offer/bid.
- 1.5 **PAN:** The firm/vendor must possess PAN (permanent Account Number) and submit a copy of PAN Card issued in their name along with the offer/bid.
- 1.6 **Service Tax:** The firm/vendor is required to submit documentary evidence of their Service Tax registration along with the offer/bid.
- 1.7 **PF Code:** The firm/vendor should furnish their PF Code number issued by appropriate authority along with the offer/bid.
- 1.8 **Plants & Equipment :** The list of major plants & equipment by the vendor/firm must be furnished as per enclosed ANNEXURE-I along with Copies of necessary documents evidencing the ownership; like valid

registration certificate, purchase document etc. of the said plants & equipment. The Vendor/firm/contractor to deploy at least one number each of Excavator, and Tipper/Dumper (Truck). The applicant may either own or lease or procure the above minimum requirement of Plants & equipment.

Annexure-I

Sl No.	Particulars	Back Hoe Loader (02 Nos.)	Tipper/Dumper (Truck): 04 Nos.
1.0	Equipment Model No.		
2.0	Power Rating Capacity		
3.0	Name of manufacturer		
4.0	Year of manufacturer		
5.0	Mode of Purchase		
6.0	Remarks with mode of purchase		

*Non submission of documents as specified above will result in rejection of bid.

2.0 **COMMERCIAL:**

2.1 Bids shall be submitted online under **Single Stage Two Bid system** i.e. **Technical Bid** and **Priced Bid** separately through OIL's e-procurement portal. Bids not conforming to this system shall be rejected outright.

2.2 **Bid Security:** Bid Security in **Original** must reach the office of **General Manager-Exploration, Exploration Basin, Oil India Limited, Duliajan-786602, Assam (India)** on or before scheduled opening of the Technical Bids. Bids without proper & valid Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted/accepted. The amount of Bid Security shall be as specified in the NIT.

Note:

- In case the bidder submits the Bid Security in the form of Bank Guarantee (BG), the BG must be valid for minimum of 150 days from the date of technical bid opening.
- In case of extension of Bid Opening date, the Bid Security validity must be extended suitably by the bidder, as and when advised by OIL.

2.3 Bidders must quote rates clearly and strictly in accordance with the price schedule outlined in **PRICE BID FORMAT**, and upload the same separately as attachment in its designated place in OIL's e-Tender portal; otherwise the Bid will be summarily rejected.

2.4 **Bid Validity:** Validity of the bid shall be minimum **120 days** from bid opening date. Bids with lesser validity will be straightway rejected.

2.5 There should not be any indication of price/rates in the Technical Bid. A bid will be straightway rejected if price/rate is given in the Technical Bid.

2.6 Bidder must accept and comply with the following clauses as given in the Tender document in toto, failing which the offer will be rejected:

- Force Majeure Clause
- Tax Clause

- iii) Arbitration Clause
- iv) Liquidated Damage clause
- v) Bid Security Clause
- vi) Performance Guarantee Clause

- 2.7 If there is any discrepancy between the unit rate and total price, the unit rate will prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amount mentioned in words shall prevail and will be adopted for evaluation.
- 2.8 Commercial Bids shall be evaluated and compared on the basis of total value of the contract as per the Price Bid Format and the lowest evaluated bidder shall be awarded with the contract.
- 2.9 **PF Code:** The vendor should furnish the P.F code number issued by the appropriate Govt. Authority or exemption certificate from the concerned authority or a declaration in stamped paper that provisions of the PF Act are not applicable to him/her/them and in case, the PF is to be deposited later on, the same will be deposited by the bidder.

(B) BID REJECTION CRITERIA (BRC)

- 3.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- 3.2 Bid security shall be furnished as a part of the Techno Commercial Unpriced Bid. The amount of bid security should be as specified in the NIT. Any bid not accompanied by a proper bid security will be summarily rejected.
- 3.3 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- 3.4 Any bid received in the form of Physical document/ Telex/Cable/Fax/Email will not be accepted.
- 3.5 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.
- 3.6 Bidder must accept and comply with the following provisions as given in the Tender Document. Deviations to such provisions shall make the bid liable for rejection.
- a. Firm price
 - b. EMD / Bid Bond
 - c. Period of validity of Bid
 - d. Price Schedule
 - e. Performance Bank Guarantee / Security deposit
 - f. Delivery / Completion Schedule
 - g. Scope of work

- 3.7 There should not be any indication of price in the Un-priced Techno-commercial Bid. If there is any indication of price in the Un-priced Techno-Commercial Bid, Such Bid will be rejected straightway.

- 4.1 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of the tender clauses including clauses of BRC/BEC and such clarifications must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 4.2 If any clause in the BRC contradicts clauses elsewhere in the Tender Document, then the clause in the BRC shall prevail.
- 4.3 Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.
- 4.4 Bidder shall fulfil all the relevant clauses applicable against this tender.

Tender No. : **CNI2970P17**
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OIL INDIA LIMITED
(A Govt. of India Enterprise)
EXPLORATION BASIN, DULIAJAN
DIST: DIBRUGARH, ASSAM: 786602

WORKS CONTRACT (GCC)

TENDER NO: CNI2970P17

DESCRIPTION OF WORK/SERVICES: - RESTORATION WORKS AT DRILLING LOCATION KA-1 IN NELP BLOCK (AA-ONN-2002/03), DIMA HASAO DISTRICT OF ASSAM, INDIA.

1.0 DEFINITIONS: In the contract, the following terms shall be interpreted as respectively assigned below:

- (a) **"The Contract"** means the agreement to be entered into between Company and Contractor as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contract Price"** means the price/rate/cost payable to Contractor by Company under the contract for full and proper performance of their contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Scope of Work (Part-II) herein.
- (d) **"Company"** means Oil India Limited (OIL);
- (e) **"Contractor"** means the individual or firm or Body incorporated performing the services under the Contract.
- (f) **"Contractor's Personnel"** means the personnel to be engaged by Contractor to provide services as per terms of contract.
- (g) **"Company's Personnel"** means the personnel to be designated by Company or Company's contractor (other than the Contractor executing the contract). The representatives of OIL are also included in the Company's personnel.
- (h) **"Company's Item"** means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- (i) **"Contractor's Item"** means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor.
- (j) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

e) Order deviations in Part II of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II. During the actual execution of the contract, if any, additional items (deviation items) are required, which are not covered in the tender, payment of such items shall be made at the current OIL schedule of rate. In case of positive variation in quantity of any items for the quantity mentioned in the schedule of work during the actual execution of work, the contractor will have to carry out the positive varied quantity at the contract rate, or internally estimated rate whichever is lower.

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

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

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

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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

8. The Contractor must complete the work within **8(EIGHT) WEEKS** of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost. The chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

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

10. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

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

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

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

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

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

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

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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

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

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (Latest Editions).

20. **Special Conditions:**

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and **contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund** and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.
- d) In case P.F. is not included in the contract cost and later on required to be deposited by the Contractor, the same will be reimbursed on production of documentary evidence of depositing the same to the authority concerned. 12% P.F. will be applicable on the wage component of the contract cost. The following points are incorporated in the contract based on Contractor's declaration at the time of submission of offer against this contract.
 - (i) 12% P.F. is included / not included in the contract cost.

(ii) Wage component of the contract cost is _____%.

The wage component for this tender shall be considered at **27.88%** of the contract cost.

- e) All safety precautions to be maintained by the Contractor at his own cost as per safety rules and regulations.
- f) The Contractor shall use pump if needed for dewatering of pit while excavation for which no extra payment will be made.
- g) The Contractor may also have to work during rainy seasons also with due approval from company.
- h) Watch and ward, loss or damage to Company's property, theft and other incidental charges shall be Contractor's responsibility.
- i) Efficient workmen to be engaged by the Contractor. The Contractor's representative should report to Engineer-in-charge on all working days at 7:00 AM and 3:00 PM (IST) for instructions.
- j) Materials, if rejected should be removed from site within forty eight (48) hours of rejection, failing which the Company reserves the right to get the rejected materials removed at the risk and cost of the Contractor.
- k) The Company reserves the right to get the part or whole work complete at the risk and cost of Contractor if he fails to complete the work within the agreed stipulated time frame without any valid reason. The Company's decision in this regard shall be final and binding on the Contractor.
- l) The Contractor shall obtain labour clearance within seven (7) days of Signing the Contract.
- m) Water that may accumulate on the site during progress of the works or in trenches and excavations from other than accepted risks shall be removed from the site to the entire satisfaction of the Engineer-in-charge and at the Contractor's expense.
- n) If required, the Contractor shall have to work in two shifts for which no extra payment will be admissible to him/them.
- o) If needed, water and electricity will have to be arranged by the Contractor at their own cost.
- p) The Contractor and his workmen are to strictly observe the safety precautionary rules as per Mines Act (latest editions) while executing the work.
- q) The Contractor shall provide all requirements and facilities for the personnel engaged by him/them for job execution during progress of work at site as may be necessary.
- r) The Contractor himself (the signatory of the contract) must visit the site at least twice in a week as fixed for taking necessary instruction from the Engineer-in-charge.

- s) The program of works to be submitted in the form of Bar Chart within three (3) days after receipt of work order.
- t) As per Service Tax Act, the contractors are required to furnish Service Tax Invoices containing the following details:
- (i) Name, address and registration No of the contractor
 - (ii) Name and address of the service recipient i.e. OIL
 - a. Description and value of taxable services and the service Tax payable thereon

Note: In absence of Service Tax invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

The Contractor shall have to submit Invoice of Service Tax as per the following Format:

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

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

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

Name & address of the Service Receiver Invoice Serial No.....

Oil India Limited, Duliajan, Assam Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15 % of the qualifying amount)(e.g. if the value of service is only 40%, than service tax should be calculated at 15% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

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

Place of Arbitration: **DULIAJAN**

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

23.0 EFFECTIVE DATE, COMMENCEMENT & DURATION OF CONTRACT:

- 23.1 **EFFECTIVE DATE:** The contract shall become effective as on the date notification of LOA (Letter of award) is issued by Company to Contractor conveying in writing that the contract has been awarded on them pursuant to acceptance of their offer/bid. Such date of notification of award of contract will be treated as **Effective Date** of Contract.
- 23.2 **MOBILISATION TIME:** The mobilization of equipment, personnel and other resources as required for execution of services at site under this contract should be completed by the Contractor within **TWO (2) Weeks** from the date of LOA/Work-Order.
- 23.3 **COMMENCEMENT DATE:** The date on which the mobilization at site is completed in all respects and the same is certified by the Company Representative shall be treated as the **date of commencement** of Contract.
- 23.4 **DURATION OF CONTRACT:** The entire jobs as envisaged under this contract are expected to be completed within eight (8) weeks after mobilization. Therefore, the contract shall initially valid for a period of **eight (8) weeks** from the date of its Commencement, during which the Contractor shall complete all assigned jobs and submit reports, certificates, permits and other documents as per terms of contract. However, Company reserves the right to extend the duration of contract for the purpose of completion of activities as per time frame and requirement estimated

24.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the GENERAL MANAGER-EXPLORATION BASIN before engagement.

- 25.0 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.

- 26.0 **INSURANCE:** The Contractor shall arrange insurance to cover all risks in respect of their personnel and property during the currency of the contract.

27.0 SET OFF CLAUSE:

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

28.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

29.0 TAXES & DUTIES:

- 29.1 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, as applicable.
- 29.2 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 29.3 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 29.4 All local taxes, levies and duties, sales tax, Value Added Tax, Octroi, etc. on purchases made by Contractor, if any, shall be borne by the Contractor.
- 29.5 The rates/prices as agreed by the parties against the contract include all applicable taxes & duties, except the Service Tax.

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

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of 7.5% of contract value.

- 31.0 **RETENTION MONEY:** A retention money equivalent to 5% of each running bill will be deducted till final completion of the work. This deducted amount will be released after six(6) months from the date of completion certificate from GM-Exploration.

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

Signed, Sealed and Delivered:

Signed in the name and on behalf of

Signed in the name and on behalf of

M/s.
(CONTRACTOR)

M/s. OIL INDIA LIMITED
(COMPANY)

()

()

In the presence of:

1.

Name:

Designation:

2.

Name:

Designation:

In the presence of:

1.

Name:

Designation:

2.

Name:

Designation:

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 EXPLORATION BASIN, DULIAJAN
 DIST: DIBRUGARH, ASSAM: 786602

SCOPE OF WORK/ TECHNICAL SPECIFICATIONS (SOQ)

BRIEF DESCRIPTION OF SERVICE: FILLING THREE NOS. OF EFFLUENT PIT & ONE FLARE PIT FOR RESTORATION JOB AT DRILLING LOCATION KA-1 IN NELP BLOCK (AA-ONN-2002/03) IN DIMA-HASAO DISTRICT OF ASSAM.

1.0 INTRODUCTION: This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, and other documents including tools or equipment which the Contractor shall satisfy or adhere to in the performance of the work.

2.0 SCOPE OF WORK:

OIL intended to invite bids from experienced Civil Engineering firms/Contractors for site restoration at Drilling Location KA-1 in NELP Block (AA-ONN-2002/03) Dima-Hasao district in Assam. As per schedule of works consisting Jungle cutting & clearing, Dismantling of CC, Earth work, Plantation of trees (preferably fruit bearing tree), Disposal of unserviceable slash soil, handling & burying the all waste bag & materials & filling the existing pit with fresh earth etc.

Srl. No.	Description of Work	Unit	Qty
10	Collecting / excavating sand, soil, silt, ordinary earth from any source, load into lorries, transport it to distant place of work including procuring earth and laying in layer of 150mm thickness and dry ramming, profile properly made for taking measurement, including all measurable lead upto 30m and lift as required. (The contractor shall be responsible for all formalities of supply of earth such as purchase of land including royalties, monopoly / other statutory taxes as required from any distance.)	M3	6,000.00
20	Jungle cutting and clearing including removal of cut materials up to 150 m from site, including plants and trees upto 150 mm in girth. Jungle cutting considered cut at ground level.	M2	13,500.00

To,

GENERAL MANAGER (EXPLORATION)
EXPLORATION BASIN
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

**FILLING OF THREE NOS. OF EFFLUENT PIT & ONE FLARE PIT FOR
RESTORATION JOB AT DRILLING LOCATION KA-1 IN NELP BLOCK (AA-ONN-
2002/03) IN DIMA-HASAO DISTRICT OF ASSAM**

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

- i) _____
- ii) _____
- iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health Safety & Environment) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. 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 Contractor/ Company SCC safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. 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. It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
EXPLORATION BASIN
DULIAJAN

Tender No: CNI2970P17

List of major plants & equipment for restoration works by the vendor/firm:

S1 No.	Particulars	Back Hoe Loader (02 Nos.)	Tipper/Dumper (04 Nos.)
1.0	Equipment Model No.		
2.0	Power Rating Capacity		
3.0	Name of manufacturer		
4.0	Year of manufacturer		
5.0	Mode of Purchase		

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

BID FORM

To,

M/s. Oil India Limited,
General Manager-NEF
P.O. Duliajan, Assam, India

Sub: Tender No. CNI2970P17

Gentlemen,

Having examined the General and Special Conditions of Contract and 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) ***(The bid amount is not to be included in the Technical Bid)*** 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 (15) days calculated from the date of award of contract.

If our Bid is accepted, we will obtained the guarantee of a bank in a sum not exceeding 10 % (Ten percent) of the total contract value for the due performance of the Contract.

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

Dated this _____ day of _____ 2017.

Signature

Name:

(In the capacity of)

XXXXXXXXXXXXXXXXXXXX

FORM OF BID SECURITY (BANK GUARANTEE)

To,
M/s. OIL INDIA LIMITED,
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his offer dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No.: **CNI2970P17**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) 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 _____ 2017.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____
Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

FORM OF PERFORMANCE BANK GUARANTEE

To,
M/s. OIL INDIA LIMITED,
Duliajan, Assam, India,
Pin - 786 602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ 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 as security for compliance with Contractor's 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 Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types 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 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 modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at **90 Days** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date.....

Place _____

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(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS FIRM ON THEIR  
LETTER HEAD)

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH****TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s. ....  
(Name of the Bidder) for the last three (3) completed accounting years up to ..... (as the case may be) are correct.

| <b>YEAR</b> | <b>TURNOVER</b><br>In INR (Rs.) Crores | <b>NET WORTH</b><br>In INR (Rs.) Crores |
|-------------|----------------------------------------|-----------------------------------------|
|             |                                        |                                         |
|             |                                        |                                         |
|             |                                        |                                         |

Place:

Date:

Seal:

Membership No.:

Registration Code:

Signature:

\*\*\*\*\*