

TENDER NO. DCO1257P17

**OIL INDIA LIMITED, DULIAJAN.
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O. DULIAJAN – 786602, ASSAM
NOTICE INVITING TENDER**

1.0 OIL INDIA LIMITED invites ONLINE applications from interested parties on “One-Man-One-Machine” basis for hiring services of brand new welding and cutting set for welding / cutting / brazing operations in OIL’s operational areas at Assam and Arunachal Pradesh for a period of 4 (Four) years at Company’s offered rates as detailed below:

Tender Number	DCO1257P17
Description of Service	Hiring services of brand new welding and cutting set for welding / cutting / brazing operations in OIL’s operational areas at Assam and Arunachal Pradesh for a period of 4 (Four) years.
Approx. present requirement	62 (Sixty Two) Nos.
Number of applicants to be shortlisted through lottery (Nos.)	125 (One Hundred Twenty Five) Nos.
Application receipt date(s)	03.06.2016 (00:00 HRS) to 17.06.2016 (23:59 HRS)
Application receipt mode	Online Application Mode. Click the link for Online Application http://oil.sifyitest.com/welding/
Lottery venue	Office of the DGM – Contracts, OIL, Duliajan
Lottery date & time	22.06.2016, 08:30 HRS
Bid Security (EMD) (In Pay In Slip mode only)	Rs.14,500.00

Applicable rates:

Item No.	Description of Services	UOM	Quantity	Rate (Rs.)
10	Fixed Charge excluding wages	MONTHS	48	13477.39
20	Wages for Welder	MONTHS	48	9342.45
30	Wages for Helper	MONTHS	48	6708.04
40	Welding Charge with welding rods	HOURL	3528	291.58
50	Welding Charge without welding rods	HOURL	588	210.58
60	Cutting Charge	HOURL	2352	51.58
70	Single OT for welder	HOURL	96	21.25
80	Single OT for helper	HOURL	96	15.00
90	Welding- Double OT for Welder	HOURL	1104	86.75
100	Welding- Double OT for Helper	HOURL	1104	61.50
110	Welding- National Holiday OT for Welder	HOURL	96	43.375
120	Welding- National Holiday OT for Helper	HOURL	96	30.75

The fixed charge above includes applicable VAT@ 5% but excluding service tax and includes all liabilities including statutory liabilities. Fixed charge also includes Welding Machine for 24 hrs. with services of welder and helper for 08 hours every day but excludes welders' and helpers' monthly wages and any overtime payable to the welder and helper beyond the period of 8 hours. For services of the welding machine with welder and helper beyond 08 hrs, overtime Single OT, Double OT and National Holiday OT for welders and helpers will be reimbursed by OIL as per statutory Labour Laws.

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2.0 Only one online application will be received from one applicant as in **Para-1.0** above. Each applicant will have to fill up the application along with supporting scan copies of following documents:

(a) Scanned copy of **Pay-in-slip** as a proof of submission of EMD of Rs. 14,500.00 in .jpeg or .jpg format of size minimum 100 KB to maximum 200 KB.

Note-1: EMD amount should be issued from any one the following banks of Duliajan in favour of **OIL INDIA LIMITED, DULIAJAN** and it is required to be scanned and uploaded along with the online application:

(i) Allahabad Bank, Duliajan (ii) Allahabad Bank, Tipling Tinali (iii) Allahabad Bank, AGCL (iv) Canara Bank (v) Central Bank of India (vi) Indian Bank (vii) Indian Overseas Bank (viii) State Bank of India, Main Branch (ix) Union Bank of India (x) United Bank of India (xi) UCO Bank

(b) Scanned colour **Photograph** of the applicant in .jpeg or .jpg format of size minimum 40 KB to maximum 80 KB.

(c) Scanned **Signature** of the applicant in .jpeg or .jpg format of size minimum 10 KB to maximum 20 KB.

Note-2: Non-submission of the above mentioned scanned documents of proper size and clarity shall lead to cancellation of the application and will not be considered for Draw-of-lots. If any applicant has received USER ID and PASSWORD but has not completed / submitted the Application before the closure date for registration, such applicants would not also be considered for Draw-of-lots.

Note-3: If at any stage it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, i.e. either after the submission of applications or during scrutiny of applications of provisionally selected applicants through Draw-of-lots or during pendency of award of contract, then all the applications submitted by such applicant(s) will be rejected and the amount of EMD, against all such applications and / or the Performance Security submitted, if awarded contract(s) to such applicant(s), will also be forfeited.

3.0 Salient Selection Procedure for shortlisting of Applicants:-

After submission of an online application, a **6 (Six)** digit **APPLICATION FORM NUMBER** will be generated for each applicant. The last **5 (Five)** digits of **APPLICATION FORM NUMBER** will be considered for the Draw-of-lots to be held to shortlist **125 nos.** of applicants for technical scrutiny against the tender.

After the Draw-of-lots, shortlisted **125 nos.** applicants shall be asked to submit necessary documents as specified in **Para 4.0** below and will be strictly scrutinized as per **Para 5.0** below.

After technical scrutiny, only those applicants fulfilling the terms and conditions of the tender will be considered for further processing.

4.0 Documentation required for Scrutiny (After Lottery):-

(a) For **EMD**, Original copy of the Pay-in-slip issued by the bank(s) specified in the application format as a proof of depositing Bid Security/EMD.

(b) For **Date of Birth**, **Self-attested copy** of any of the following document to be submitted as age proof certificate:

(i) Birth certificate issued by the district office of registrar of births and deaths, municipal authority or any other competent govt. authority

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- (ii) Passport or driving license
- (iii) School/Board certificate
- (iv) An affidavit sworn before an executive magistrate / notary stating the place / date of birth
- (v) PAN card.

(c) As a **proof of address, Self-attested copy** of any of the following document to be submitted:

- (i) Ration card
- (ii) Passport
- (iii) Voter identity card
- (iv) Current electricity bill
- (v) Recently paid telephone bill (DOT-landline)
- (vi) Current water bill
- (vii) Latest income tax assessment order
- (viii) Driving license
- (ix) Statement of running bank account (Nationalized banks only)
- (x) Permanent Resident Certificate (PRC). However, PRC stamped as "FOR EDUCATION PURPOSE" will not be acceptable
- (xi) Address proof issued by Village Head-Gaon Burah / GaonPanchayet / Circle Officer / BDO / Deputy Commissioner

Note-1: The originals of such documents [furnished by bidders] shall have to be produced by bidder(s) to OIL as and when asked for.

5.0 Applications will be rejected in the following cases (After lottery):-

(a) If not provided;

- i) **EMD amount** in the prescribed manner.
- ii) **Age proof** document as noted in **Para 4.0** above.
- iii) **Address proof** document as noted in **Para 4.0** above.

(b) If the address happens to be of OIL's quarters / Settlement area / OIL premises (excluding 'OIL market' & 'Public Bus stand', Duliajan).

However, this clause shall not be applicable for son(s) / daughter(s) of OIL employee **not dependent** on OIL employee in service as per OIL's policy.

(c) If the age of the applicant is found to be **below 18 years** on the date of submission of application.

(d) If the applicant happens to be an **OIL employee in service** or **dependent of any OIL employee in service.**

(e) If the applicant happens to be an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.

(f) Application shall be received from individuals only. If any **application is found to be from any firm / organization / enterprise / company, the same shall be rejected.**

(g) In case, supporting document(s) of address proof and / or supporting document of age proof etc. given by the shortlisted (through draw of lots) applicant does not match with that mentioned in the online application form, such application(s) shall not be considered for further evaluation and liable for rejection.

(h) At any stage of the selection process, if it is found that an applicant has withdrawn the EMD, without prior approval from OIL, then the application(s) of such applicant(s) will stand rejected and will not be considered for award of contract(s).

(i) In the event, technically qualified applicants are less than 62 out of the 125 shortlisted applicants from the first Draw-of-lots, then the balance requirement out of the total requirement of 62 shall be selected through a second Draw-of-lots. OIL reserves the right to shortlist the appropriate nos. of applicants in the second Draw-of-lots.

Subsequent Draw-of-lots in the above manner shall be conducted till the requirement of 62 technically acceptable applicants is exhausted.

6.0 Award of contract:-

(a) Eligible applicants (As per **Para 5.0** above) will be considered for further processing (no. of applicants depending upon Company's requirement) and shall be asked to submit an **AFFIDAVIT** in the **PRESCRIBED FORMAT (Copy enclosed in Pro-forma - I)**.

In addition, non-dependent son(s) / daughter (s) of OIL employee shall have to submit a **JOINT DECLARATION BY THE APPLICANT & PARENT** as per **FORMAT (Copy enclosed in Pro-forma - II)**. If the same is found to be in order, the party shall be considered for issuance of LOA.

Successful applicants to confirm that in the event of the award of Contract will submit Performance Security Deposit @ 2.5% of the total contract value and this will not earn any interest. In case LOA (Letter of Award) issued is accepted by the applicant and the Security Money / Performance Security is not submitted as per terms of the tender / contract within the time specified, the Bid Security shall then be forfeited and the applicant shall be debarred for 02 (two) years from the date of default.

Note-1: Non-submission or submission of fraudulent documents shall straightway lead to termination of Contract if awarded or rejection from the selection process at any stage before awarding the contract.

(b) A Tender Fee of Rs. 2,000/- will be deducted from EMD (Earnest Money Deposit) of the parties to whom LOA shall be issued.

(c) Contracts on the basis of "**One-Man-One-Machine**" will be awarded to the successful (as detailed above) parties as per **PRIORITY OF THE DRAW-OF-LOTS** against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender. The detailed rates, terms and conditions of the tender may be viewed at OIL's website **www.oil-india.com** and also may be seen at the office of the DGM-Contracts, Duliajan.

(d) Remaining Successful parties will be kept in a **PRIORITY LIST** with a validity period of 1(One) year from the date of "**Draw-of-lots**" for any future requirement. These parties shall be considered for filling up of vacant positions in the Priority List resulting from any rejection of selected application(s)/cancellation of contract(s) after Lottery, subjected to fulfilment of NIT conditions. However, OIL reserves the right to extend the validity of the Priority List suitably.

7.0 OIL INDIA LIMITED reserves the right to reject any/all applications/bids without assigning any reasons whatsoever.

8.0 In case of any unprecedented Bundh / Holiday on the last date of receipt of applications or / and on the date of "Draw-of-lots", the same will be the next working day.

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

Date: 01.06.2016

DGM-CONTRACTS
FOR RESIDENT CHIEF EXECUTIVE

BID REJECTION CRITERIA (BRC) AND BID EVALUATION CRITERIA (BEC):**1.0 A) One-man-one-machine basis as detailed below:**

Only one application with all the necessary scanned documents shall be received in **ONLINE FORMAT** from one applicant.

In case a candidate is found to have submitted more than one application, his all such applications shall be straightway rejected along with forfeiture of EMD.

Following are the scanned documents required for Online Application:

- (a) Scanned copy of **Pay-in-slip** as a proof of submission of EMD of Rs. 14,500.00 in .jpeg or .jpg format of size minimum 100 KB to maximum 200 KB.
- (b) Scanned colour **Photograph** of the applicant in .jpeg or .jpg format of size minimum 40 KB to maximum 80 KB.
- (c) Scanned **Signature** of the applicant in .jpeg or .jpg format of size minimum 10 KB to maximum 20 KB.

B) On receipt of an online application, a 6 (Six) digit APPLICATION FORM NUMBER will be allocated to each applicant. The last 5 (Five) digits of allotted APPLICATION FORM NUMBER will be considered for the draw of lots to be held to shortlist 125 nos. of applicants for technical scrutiny against the tender. After the draw of lots, shortlisted 125 nos. applicants shall be asked to submit necessary documents as specified in **Para 3.0** below and will be strictly scrutinized as per **Para 2.0** below.

After technical scrutiny, only those applicants fulfilling the conditions will be considered for further processing.

2.0 Applications will be rejected in the following cases (After lottery):-

(a) If not provided;

- i) **EMD amount** in the prescribed manner.
- ii) **Age proof** document as noted in **Para 3.0** below.
- iii) **Address proof** document as noted in **Para 3.0** below.

(b) If the address happens to be of OIL's quarters / Settlement area / OIL premises (excluding 'OIL market' & 'Public Bus stand', Duliajan). However, this clause shall not be applicable for son(s) / daughter(s) of OIL employee in service are not dependent of OIL employee as per OIL's policy.

(c) If the age of the applicant is found to be **below 18 years** on the date of submission of application.

(d) If the applicant happens to be an **OIL employee in service** or **dependent of any OIL employee in service.**

(e) If the applicant happens to be an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.

(f) Application shall be received from individuals only. If any **application is found to be from any firm / organization / enterprise / company, the same shall be rejected.**

3.0 Documentation required for Scrutiny:-

(a) For **EMD**, Original copy of the Pay-in-slip issued by the bank(s) specified in the application format as a proof of depositing Bid Security/EMD.

(b) For **Date of Birth, Self-attested copy** of any of the following document to be submitted as age proof certificate:

- (i) Birth certificate issued by the district office of registrar of births and deaths, municipal authority or any other competent govt. authority
- (ii) Passport or driving license
- (iii) School certificate from the school last attended
- (iv) An affidavit sworn before an executive magistrate / notary stating the place / date of birth
- (v) PAN card.

(c) As a **proof of address, Self-attested copy** of any of the following document to be submitted:

- (i) Ration card
- (ii) Passport
- (iii) Voter identity card,
- (iv) Current electricity bill,
- (v) Recently paid telephone bill (DOT-landline),
- (vi) Current water bill,
- (vii) Latest income tax assessment order,
- (viii) Driving license,
- (ix) Statement of running bank account,
- (x) Permanent Resident Certificate (PRC). However, PRC stamped as "FOR EDUCATION PRRPOSE" will not be acceptable.
- (xi) Address proof issued by Village Head-Gaon Burah / GaonPanchayet / Circle Officer / BDO / Deputy Commissioner.

NOTE: The originals of such documents [furnished by bidders] shall have to be produced by bidder(s) to OIL as and when asked for.

4.0 Award of contract:-

(a) Eligible applicants (As per **Para 2.0(a)** above) will be considered for further processing (no. of applicants depending upon Company's requirement) and shall be asked to submit an **AFFIDAVIT** in the **PRESCRIBED FORMAT (Copy enclosed in Proforma - I)**. In addition, non-dependent son(s) / daughter (s) of OIL employee shall have to submit a **JOINT DECLARATION BY THE APPLICANT & PARENT** as per **FORMAT (Copy enclosed in Proforma - II)**. If the same is found to be in order, the party shall be considered for issuance of LOA.

(b) A Tender Fee of Rs. 2,000/- will be deducted from EMD (Earnest Money Deposit) of the parties to whom LOA shall be issued.

(c) Contracts on the basis of "**One-Man-One-Machine**" will be awarded to the successful (as detailed above) parties as per **PRIORITY OF THE DRAW-OF-LOTS** against actual requirement of the Company. The contract shall be as per offered rates and other terms and conditions of the tender. The detailed rates, terms and conditions of the tender may be viewed at OIL's website **www.oil-india.com** and also may be seen at the office of the DGM-Contracts, Duliajan.

(d) Remaining Successful parties will be kept in a PRIORITY LIST with a validity period of 1(One) year from the date of "Draw-of-lots" for any future requirement.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

DESCRIPTION OF WORK/SERVICES:

Hiring services of brand new welding and cutting set for welding / cutting / brazing operations in OIL's operational areas at Assam and Arunachal Pradesh for a period of 4 (Four) years.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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

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

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

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

- a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
- b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
- c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
- d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
- e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:
- i) The Mines Act.
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.
 - iv) The Payment of Wages Act, 1963.
 - v) The Payment of Bonus Act, 1965.
 - vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
 - vii) Employees' Pension Scheme, 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) AGST Act.
 - xi) Service Tax Act.

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

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

8. The duration of the contract shall be **208 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final 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) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in anti-social 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 tendered all-inclusive Price (i.e. the Contract price) exclusive of Service Taxes Rs. XXXXXXXXXX(Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement) but 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.

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. 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.

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

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

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

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

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

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

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

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

20. Special Conditions:

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

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

21. FORCE MAJEURE:

21.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. 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 Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

21.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. TERMINATION:

22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.

22.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

22.4 **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 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

22.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract 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 this Contract.

22.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract 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.

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 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 services as per the Contract upto the date of termination including the De-mob cost, if any.

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

23.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

23.2 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

24. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both 24.1 & 24.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

25.1 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. 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).

27. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

28. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATIONAND/ 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.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF _____
(Signature of Contractor or his/her/their legal Attorney)

BY THE HAND OF HIS/HER/THEIR PARTNER
/LEGAL ATTORNEY

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

(Name of Witness)
Date: _____

(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR AND ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Date _____

Designation _____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: Hiring services of brand new welding and cutting set for welding / cutting / brazing operations in OIL's operational areas at Assam and Arunachal Pradesh for a period of 4 (Four) years.

(SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity	Rate (Rs.)
10	Fixed Charge excluding wages	MONTHS	48	13477.39
20	Wages for Welder	MONTHS	48	9342.45
30	Wages for Helper	MONTHS	48	6708.04
40	Welding Charge with welding rods	HOURL	3528	291.58
50	Welding Charge without welding rods	HOURL	588	210.58
60	Cutting Charge	HOURL	2352	51.58
70	Single OT for welder	HOURL	96	21.25
80	Single OT for helper	HOURL	96	15.00
90	Welding- Double OT for Welder	HOURL	1104	86.75
100	Welding- Double OT for Helper	HOURL	1104	61.50
110	Welding- National Holiday OT for Welder	HOURL	96	43.375
120	Welding- National Holiday OT for Helper	HOURL	96	30.75

1. Rates are inclusive of all liabilities including statutory liabilities but excluding Service Tax. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

3. Mobilisation Period: 3 months from the date of issue of LOA.

4. Location of Work: Any department/Location in OIL's operational areas of Assam and Arunachal Pradesh.

5. Tenure of Agreement: 4 (Four) years commencing from the date of placement.

6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

1.0 TECHNICAL SPECIFICATIONS:

1.1 The welding sets should be of either of the following make and model:

- i) ADOR SILENT CHALLENGER 401
- ii) ESAB GLADIATOR 400 II
- iii) Equivalent model of reputed make

In case of equivalent model, contractor must submit list of customers (must include PSU / Central / State Govt. Undertaking) and performance certificate of the equipment from OEM of the offered model. Further, prior to procurement, the contractor / supplier will have to first get approval in writing from OIL with proper documentary evidence regarding the equivalent model. However, there will be no relaxation in mobilization period.

1.2 The broad technical specifications of each welding / cutting / brazing set should be as under:

Portable trailer mounted brand new diesel engine driven DC arc welding generator unit with acoustic enclosure conforming to latest Central Pollution Control Board (CPCB) norms (CPCB II) for noise (75 dBA at 1 m distance from the enclosure surface) and exhaust emission level, conforming to IS:10002/1981 for engine and IS:2635/1997 for welding generator fitted on two pneumatic wheels with heavy duty spring loaded axles and with parking brake.

The unit should have a brushless type welding generator capable of providing welding current in the range of 10 - 400 Amp (DC). Maximum continuous hand welding current @60% duty cycle should be 400 Amp. Maximum current @100% duty cycle is 310 Amp. The open circuit voltage should be within 45 to 100 Volts for easy arc striking even for cellulose electrodes. The welding machine should be capable of supplying uniform welding current for metallic arc welding in three different ranges or precise current setting in all type of light duty and heavy duty applications including cross country pipelines with bare or coated electrodes. Welding set should be designed with high frequency controller to ensure high quality welding performance. The engine should be water cooled, diesel engine which is capable of developing sufficient power to drive the generator at the maximum welding current and corresponding load voltage as cited above with built in auxiliary power source unit of 7-10 KVA, 3PH, 400-415 V, 50 HZ and 2.5-5 KVA, 1 PH, 230-240 V, 50HZ which can be used simultaneously during welding for other lighting or grinding operations. Engines should have the running hour meter and the same must be incorporated in the instrument panel of the engine and 12 volts electric starting equipment. The engine should be generally conform to specification IS:10002/1981 and rated for continuous operation and the welding generator shall conform to IS:2635/1997 standard.

1.3 Each Oxygen acetylene cutting unit (trolley mounted) comprising as under:

- i) 1 no. Oxygen Gas cylinder as per IS:309:2005 or Latest edition.
- ii) 1 no. Acetylene gas cylinder as per IS:8433:1984 or Latest edition.
- iii) 1 set of Oxygen Hose 3/8" ID, 7/8" OD, 3 ply, length 50 metres as per IS:447:1988 or Latest edition.
- iv) 1 set of Acetylene Hose 3/8" ID, 7/8" OD, 3 ply, length 50 metres as per IS:447:1988 or Latest edition.
- v) 1 set of Oxygen and Acetylene regulator as per IS:6901:2009 or Latest edition fitted with Flash Back Arrestor conforming to ISO 5175 of 1987E or latest edition for each regulator.
- vi) 1 no. Cutting Torch (Nozzle mixed type) as per IS:7653 fitted with Flash Back Arrestors conforming to ISO 5175 of 1987E or latest edition.

vii) 1 no. Portable trolley for provision of one oxygen cylinder and one acetylene cylinder and other accessories for welding and cutting operations.

viii) Welding gears like Head Screen, Welding apron, Welding Gloves, Welding Hand Sleeves are to be provided as part of the Cutting accessories along with supply of the Welding & Cutting set.

1.4 50 mtrs of standard welding and earthing cables conforming to IS:9857/1990 or Latest edition should be supplied. Along with the sets the contractor shall supply additional length of 50 mtrs welding and earthing cables of above specification whenever required on instruction from company's engineer in writing at no additional cost.

1.5 1 no. welder having three (03) years of experience of welding and oxy acetylene gas cutting as Welder. Valid documentary evidence in support of experience of welding and oxy acetylene gas cutting in PSU / Central / State Govt. Undertakings / reputed private sector shall have to be submitted if asked for by the Company. 1 no. unskilled helper to assist the welder for carrying out the operational requirements having three (03) years of experience of welding and oxy acetylene gas cutting as Helper. The welder & helper engaged by the contractor should be of good character, discipline and in good health. The Welders & Helpers should be able to read and understand either Hindi or English or local language. This is essential for understanding the SOP and safety instructions / posters / sign boards.

In company's opinion, if a welder or helper is not attending duty properly or having bad credentials or found involved in theft or any other unlawful activities, he may not be issued any entry pass. In that event the contractor has to remove the welder / helper on getting advice from the company.

2.0 MOBILIZATION:

i) The contractor has to place the welding set within the mobilization period of 3 (three) months from the date of **issue of LOA**. In the event of the Contractor's default in timely mobilization, the Contractor will be liable to pay liquidated damages at the rate of ½% of the total contract value per week delay subject to maximum of 7.5%.

ii) If the Contractor fails to mobilize within 15 (Fifteen) days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever and to forfeit the security deposit / Earnest Money.

iii) The agreement will be for brand new welding / cutting sets & relevant accessories. Hence, prior to placement, sale documents (certifying the cost of equipment), test certificate and other relevant documents in regards purchase of the equipment from the manufacturer/ authorized dealer in original are to be submitted for verification by OIL. Placement will be allowed only after it is established by the contractor to the satisfaction of OIL that welding /cutting sets along with relevant accessories are brand new and procured on or after the bid opening date.

3.0 PLACEMENT OF THE SETS:

(a) Welding, cutting & brazing sets under different contracts will be primarily based at different operating stations as under:

i) 54 Nos. at Naharkatiya Field (**Priority No.** 1 to 43 and 52 to 62)

ii) 02 Nos. at Digboi Field (**Priority no.** 44 & 45)

iii) 05 Nos. at Moran Field (**Priority no.** 46 to 50)

iv) 01 No. at Arunachal Pradesh Field (**Priority no.** 51)

However, Company reserves the right to place / relocate the sets at any place of Company's operational areas in Assam and Arunachal Pradesh.

NOTE: - As the present requirement is 62 nos. welding sets, contract shall be awarded to sixty two bidders in order of **priority**. The remaining bidders shall be kept in the waiting list from 01

(one) year from the date of lottery and shall be considered for award of contract in case of any requirement by the Company.

(b) The contractor should keep the Welding & Cutting set ready at Duliajan for inspection by Company Engineers. After inspection, the Welding & Cutting set will be transferred to the places as per allotment list by OIL.

4.0 CONTRACTOR'S OBLIGATION:

i) The Contractor undertakes to strictly observe all the Rules and Regulations promulgated from time to time by Assam & Arunachal Pradesh Administration. He would be required to arrange Inner Line Permits, Rations, accommodation etc. for his workmen.

ii) The Contractor shall obtain requisite license from appropriate authority, under Contract Labour (Regulations & Abolitions) Act, 1970 and he shall fulfill all other requirements (as a Licensed Contractor), he has to carry out under the said Act and the Rules framed there under to engage workmen to carry out the obligations hereunder undertaken.

iii) Registration of these welding sets under MV Act/ Regulation will have to be arranged by the Contractor at his cost from the concerned District Transport Office (DTO). This is required for plying their welding sets on the road while transporting the same from one location to another location in different field areas of OIL activities.

iv) For smooth execution of the work under this agreement, the Contractor's representative shall every day contact the office of the concerned officer of the department where the set is deployed.

v) The Contractor should produce, without fail, the Daily Time Allocation Sheets (separate sheet for each welding set) to the Departmental Officers under whom the Welding Sets / Units worked, on the following day for certification. Delay in submission of statement will not be honoured.

vi) The Contractor and his workman shall strictly observe the rules and regulations as per Mines Act (Latest Amendment).

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

viii) The Contractor shall pay to his crew wages which are not less than the wages payable under the Minimum Wages Act as applicable to the crew members in the area of operations of the Company as may be in force from time to time during the currency of this agreement.

ix) The contractor shall pay the monthly wages to his welder and helper through cheque within 7th day of every month and keep a record of the same. It should be produced, on demand, for verification.

5.0 SAFETY APPLIANCES:

The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Oil Mines Regulation 1984. The Company's representative shall not allow / accept those men who are not provided with the same.

6.0 APPLICABLE LAWS:

The Contractor hereby undertakes to indemnify the Company against all claims, which may arise under the following acts:-

- i) The Mines Act, 1952.

- ii) The Minimum Wage Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The payment of wages Act, 1936.
- 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) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- ix) AGST Act.
- x) Service Tax Act.

or, any other Acts or Statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of works / services.

7.0 INSURANCE:

The Contractor shall arrange comprehensive insurance to cover all risks in respect of the personnel, materials and equipment belonging to the contractor during the currency of the contract. The Contractor shall at all times during the currency of the contract would provide, pay for and maintain workman compensation, insurance and employers liability insurance as required by the law in the country of origin of employee and would indemnify the Company for any loss by the Company in connection with the above.

8.0 TAXES:

All statutory taxes levied by the Company and State Government or any other competent authority on the day of opening of tender will be borne by the Contractor. However any increase on statutory taxes or introduction of new statutory taxes after opening of tender will be borne by the Company except Income tax which will be borne by the Contractor.

9.0 PROVIDENT FUND:

Contractors must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various act mentioned elsewhere in the Agreement. Any contractors found violating these provisions will render disqualification from any future tendering. The Company also reserves the right to withhold the amount payable towards Provident Fund in case any complaint of violation of the above Act is received from Regional Provident Fund Commissioner.

10.0 SAFETY PRECAUTIONS:

i) 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. Contractor to 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.

ii) 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 (PPE) like safety boots, hand gloves, Welding screen, safety goggles, safety helmet, safety belts, Apron, disposable mask etc. as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like Safety Belt has to be DGMS approved. 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.

iii) Necessary Cold/Hot work permits are to be obtained from authorized personnel before starting of the job(s) as and when required.

iv) Before starting the job contractor's personnel have to undergo safety awareness program which will be conducted by DSO/ MVT program conducted by OIL and same to be recorded in writing.

v) The contractor shall engage capable and competent personnel who are fully conversant with the job. Before starting the job, the contractor shall submit the list of competent personnel with valid certificates, who will carry out the job. Competent persons are those welders and helpers who are having at least three (03) years of experience of welding and oxy acetylene gas cutting in PSU / Central / State Govt. Undertakings / reputed private sectors as welder and helper respectively and they should be able to read and understand either Hindi or English or local language. This is essential for understanding the SOP and safety instructions / posters / sign boards.

vi) First-aid box with necessary medicine etc. is to be provided by the contractor to his working personnel at site while carrying out the job.

vii) The contractor shall clear away all the rubbish and surplus materials from the site on completion of work and shall have to leave the site clean and tidy.

viii) The contractor has to ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.

ix) The contractor has to ensure the quality and reliability of all the tools, equipment and instruments they use.

x) The contractor personnel have to take every possible care to keep the environment clean and free from pollution.

xi) The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them, should anything go wrong.

xii) While providing the services, the contractor personnel have to follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents.

xiii) The contractor shall have to report all sorts of near misses, incidents and accidents to the Installation Manager / departmental representative of the concerned Dept of OIL where welding & cutting set is deployed.

xiv) The contractor has to keep a register of the persons employed by him/her. Records of daily attendance, accident report etc. are to be maintained in Form B,E,J (as per Mines Rules 1955) by the contractor.

xv) All the persons deployed by the contractor for working in a mine must undergo MVT, Initial Medical examination (IME), 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.

xvi) The health check up of the Contractor's personnel is to be done by the contractor in Authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL. The Frequency of periodic medical examination (PME) should be every 5 (five) years for the contractor's employees below 45 years of age and every 3 (three) years for employees of 45 years and above.

- xvii) For working at elevated locations, use of approved Full Body Harness as specified in OMR-1984, is mandatory.
- xviii) 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.
- xix) Any compensation arising due to accident of the contractor's personnel while carrying out the job, will be payable by the contractor.
- xx) The contractor shall inspect and have certification of all tools (hand operated as well as mechanically operated) being used. Defective tools shall be immediately removed. The contractor to ensure that workers understand the work to be done, the hazards that may be encountered and the proper precautions / procedure for carrying out the work safely.
- xxi) The contractor has to arrange daily Tool Box meeting and regular site safety meetings and maintain records.
- xxii) 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 certificates, how many work persons undergone IME and type of medical coverage given to the work persons.
- xxiii) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
- xxiv) While carrying out welding/cutting jobs the contractor should strictly enforce the guidelines as stated in OMR-1984 and SOP-OIL, Volume-II. The Oxy-Acetylene cutting sets will have to be fitted with Flash Back arrestors in the regulator side as well as nozzle side. The Flash back arrestors provided should conform to ISO5175 of 1987(E) or latest. Without flash back arrestor the contractor shall not be allowed to provide service by the respective company engineers.
- xxv) 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.
- xxvi) 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.
- xxvii) The contractor to keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- xxviii) 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 specific code of practice in line with OIL.
- xxix) 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.
- xxx) Under no circumstances LPG should be used for gas cutting purposes.
- xxxi) Smoking is not permitted by the workman or welder while handling gas cylinder and carrying out welding/cutting jobs at work places.

xxxii) All torches, regulators, cylinders and other associated equipment should be of an approved design and in good condition.

xxxiii) Prior to taking up the job, Departmental Safety Officer/MSO of the concerned deptt. will conduct an orientation program on safety and precautions to be observed by the contractor's personnel during execution of the jobs.

xxxiv) All the contractor personnel should undergo safety training. Contractor's personnel without safety training will not be allowed to work.

xxxv) Spark arrestor to be fitted in the exhaust of the engine of welding machine.

xxxvi) If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

xxxvii) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

xxxviii) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

xxxix) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

xxxx) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/ Rules/ Regulations.

xxxxi) When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.

xxxxii) The contractor should prevent the frequent change of his contractual employees as far as practicable.

xxxxiii) 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.

xxxxiv) For any clarification with regard to the above, the contractor should contact Head-Field Engineering / concerned Engineer / Installation Manager of the concerned Department / MSO / DSO of the concerned Department.

xxxxv) For the above jobs, the contractor's representative is required to visit every day to Concerned Departments for the allocation of jobs to be assigned to him and accordingly manpower has to be arranged. Although normal working hour is from 7 am to 3 pm, depending on requirement, services has to be provided beyond 3 pm and in Sunday / Holidays.

11.0 MAINTENANCE:

The company will not accept any responsibility for the maintenance of the Contractor's equipment.

12.0 MATERIALS:

i) The Contractor shall supply at his cost sufficient consumables such as fuel and lubricating oil, welding rods, oxygen gas, acetylene gas etc. for the efficient operations / functioning of the welding sets. However, in case of emergency the company may provide consumable to the contractor on recoverable account as evaluated (including 25% overhead). Company accepts no responsibilities for such supplies and the contractor shall be bound to render the services under the agreement.

ii) The welding electrodes to be supplied by the Contractor are generally mild steel electrodes E6013 as per IS:814:1991-ER 4222X of different sizes depending on the nature of the works. If any special welding rod such as low hydrogen electrodes E 7016 & E-7018-1 as per IS:814-1991-EB 5426 H3X & EB5629 H3JX, cast iron, SS electrode and alloy steel electrodes, if required for any specific job, will be supplied to the contractors by OIL. For such jobs, relevant payable rate for welding shall be applicable.

iii) The contractor shall supply the welding sets with all necessary plant, equipment and tools which must be kept in good condition for efficient operation. Any defective materials must be replaced as and when necessary at the contractor's expense, failing which, the welding / cutting set will be treated as shut down.

iv) The contractor shall keep provision for brazing materials as and when required.

v) The contractor shall provide all the safety appliance (PPE) required by the welder and helper.

13.0 TRANSPORTATION:

i) Contractor will be responsible to obtain the necessary certificate from the concerned District Transport Office (DTO) for plying their welding set on the road while transporting the same from one location to another location in different field areas of the Company's activities.

ii) The company shall assist, for transportation of welding / cutting sets to and from works location within an area or from one area to another area. However, company will not be responsible for any damage, accidental or otherwise occurring to the contractor's equipment during transportation.

iii) The company shall assist the contractor in transporting his labourer and materials to the work site within an area or from one area to another area wherever required. However, overall responsibility for keeping contractor's men and materials ready at the central place and at particular time, as specified by the Company's Engineer for onward transportation to the work site shall rest with the contractor. For refilling of Oxygen and DA gas cylinders, the company shall provide transportation to and from the nearest available source.

14.0 SECURITY:

Security of the contractor's welding sets, cutting sets or any other appliances / materials will be contractor's responsibility. Company will not be responsible for the security, theft or damage of contractor's machines, equipment and any other materials. However, for Company's operational requirement if a set is required to remain outside company's premises overnight (with due permission from the officer concerned), security charge @ Rs. 288.00 per day per set shall be payable by the Company.

15.0 DEFAULT IN SUPPLY AS PER DEMAND OF THE COMPANY:

i) Any delay in timely execution of individual jobs within the stipulated time period due to delay in mobilization to work-site or due to failure of equipment of the Contractor or non-availability of consumables and / or personnel will be considered as shut down and the Company will recover liquidated damages at a rate of Rs.200.00 (Rupees two hundred) only for every 8 (eight)

hours per unit or set in default for any day or part of the day according to non availability / shut down period of the machines. If the total number of such shut down period exceeds continuous 5 (five) days in a month, the Contractor will be liable to pay a liquidated damage of Rs.500.00 (Rupees five hundred) only per day effective from the initial day of shut down of the machine.

ii) However, for normal maintenance, servicing and repairs of the units 2 (two) days shut down or shut down on any 2 (two) occasions not exceeding 48 hours will be allowed with prior approval of the engineer concerned and no liquidated damage shall be charged for the above mentioned shut down per calendar month. This shut down period will not be cumulative and will not be carried over to the next month.

16.0 WORKMANSHIP:

All works shall be carried out to the instructions and specifications laid down by the Engineer In-charge, failing which the welding / cutting set will be treated as shut down.

17.0 SUB-CONTRACTING:

The contractor shall not subcontract or assign, in whole or in part, his / her obligations to perform under this contract.

18.0 DUTY TIMING:

i) A day shall normally means the Company's working day of 8 hours beginning from 7.00 am to 3.00 pm with ½ (half) an hour lunch break. However, any alteration in definition of company's working hours would be intimated to the contractor and the same shall be binding upon him/her.

ii) Aforementioned welding services for the Company will be on a day to day basis, by which it is meant that the company will expect the contractor to provide the services of the welding & cutting sets to meet all the demands. The contractor shall, if and when called for by the engineer, make welding sets specified in Clause 1.1 available at any time. For this period, contractor will be paid for the actual hours of running of the welding sets together with applicable OT for the welder & helper for carrying out the job beyond normal working hours and also on days beyond 48 hours usual working days and on 3(three) National Holidays.

19.0 ISSUE OF WORK ORDER:

Work Order will be issued subject to compliance of the following:

i) Completion of all contractual formalities like submission of Labour Clearance, Insurance coverage for Men and Machine.

ii) Inspection Report of the offered welding /cutting sets from DGM - Field Engineering or his representative.

20.0 FACILITIES FOR OUTSTATION AREAS:

The contractor shall provide housing etc, to his welders and helpers as may be necessary for operations at Digboi, Moran and Arunachal Pradesh. The contractor will also be responsible for arranging inner line permits for operations at Arunachal Pradesh. **Company shall pay camp allowance for one welder and one helper against each set as per the amount specified in clause no. 22.0 (iv) (b) below.**

21.0 TERMINATION OF AGREEMENT:

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 upto 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 by expert if the Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

22.0 PAYMENT:

i) Fixed charge mentioned in this contract includes capital cost, all applicable taxes (including VAT @ 5 % but excluding service tax), fees, insurance premium, safety items etc. This is payable to the Contractor on a monthly basis after deducting from it the pro-rata fixed charge per hour for the period the welding sets are declared shut down for whatsoever reasons other than authorized shutdown for normal maintenance / servicing / repairing etc. as per clauses mentioned in this contract. Any subsequent change in VAT shall be adjusted by the Company during release of bills.

ii) The present monthly wages of welder (Rs. 9342.45) and helper (Rs. 6708.04) is based on wage rate of Rs. 347.00 (Skilled, for welder) and Rs. 246.00 (Unskilled, for helper) which is inclusive of applicable bonus but excluding PF. However, in case of non availability of service, the same will be paid on pro-rata basis (same as fixed charge) after deducting the period the welding sets are declared shut down for whatsoever reasons other than authorized shutdown for normal maintenance / servicing / repairing etc. as per clauses mentioned in this contract. Single OT, Double OT and National Holiday OT (3 days) will be paid as per statutory labour laws.

The contractor shall have to make payment accordingly to his welder and helper through cheque and shall have to submit photocopy of the cheque / undertaking & photocopy of receipt of wages from the labourers along with the bill of subsequent month. The contractor shall have to make payment of wages in presence of the authorized representative of the department within 7 / 10 days of wage period, with a notice of wage period / place / time to his / her labourers engaged and also to the Head of the Department (s) or his authorized representative.

iii) Operating charges (welding) are based on tendered fuel (HSD) price of Rs. 52.09 per litre and fuel consumption @ 4 litres per hour.

iv) The charges towards security and camp allowance are not included in the above fixed charges. The same will be paid as extra on case to case basis after due certification from the controlling officer of the operating department.

a) Security charges per day per machine = Rs.288.00

b) Camp allowance per month (for one Welder & one Helper) = Rs.1825.20

v) IME / PME charges for welders and helpers will be reimbursed on actual after submission of valid documents by the contractor with maximum ceiling of Rs. 2460 each for welder & helper.

vi) The contractor shall be paid the operating charges on hourly basis as per actual hour-meter reading of the welding machine used for welding jobs and as per actual hours used of the cutting / brazing set for Cutting / brazing jobs.

vii) The applicable rates after finalization shall be fixed and firm for the entire tenure of the agreement and shall be binding on both the parties except in the event of the following:

a) Variation in the offered fixed charges based on the internal rate will be effective provided placement of the equipment is within stipulated time as mentioned in the tender documents. The variation will be @ Rs.126.00 (Rupees one Hundred & twenty six only) per set per month in the fixed charges against variation of equipment price (welding and cutting set) price in blocks of Rs.10,000/ (Rupees TEN THOUSAND only). The increase / decrease will be affected based on the price variation over the cost of

equipment at Rs. 7,84,233.98 up to the due date of placement on production of documentary evidence.

Any claim towards increase in the price of the equipment must be made with all documentary evidence at the time of placement of the set into OIL's service. Belated claims will not be entertained.

b) Variation in the offered welding rate (for both with and without rods) will be effective provided fuel (Diesel) price changes plus or minus 5% (Five percent) over the tendered price of Diesel @ Rs.52.09 per litre. The variation will be calculated @ Rs. 4 /hour for variation of Rupee 1.00 per litre of fuel price. For this purpose, the prevailing rate on the first day of the month shall only be considered for payment for the monthly bill.

c) The wages of welder and helper shall be reviewed as and when the same is revised by the competent authority (as that of minimum wages of skilled and unskilled category of other scheduled employments as per RLC (Central) notification.

viii) If the machine(s) remain shut down (either welding or cutting set) for any reason for part of the day, the Contractor shall be paid for the actual period of operation of the day on pro-rata basis and liquidated damage as per Clause 15.0(i) above shall be applicable for the shut down period. However, if the shut down period is more than 4(four) hours on a particular day, the set shall be marked shut down for the complete day i.e. 8 (eight) hours.

ix) Service must be available whenever required as per company's requirement including Sundays, Holidays, round the clock etc.

x) The payment will be made on monthly basis after due certification by the Engineer in charge stating availability of the welding set, the number of hours worked by the set in each day of the month, shut down etc.

xi) In case the contract is extended by the Company beyond regular four years term, fixed charge (excluding wages part) shall be reduced by 10% for first year extension. In case of further extension of the service beyond one year, fixed charge (excluding wages part) shall be reduced further by another 5%.

23.0 ARBITRATION:

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

24.0 FORCE MAJEURE:

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

*****End of SCC*****

**To,
DGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES**Description of work/service:**

Hiring services of brand new welding and cutting set for welding / cutting / brazing operations in OIL's operational areas at Assam and Arunachal Pradesh for a period of 4 (Four) years.

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 & Environmental) 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 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.
11. 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. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. 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. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. 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.

(Seal)

Yours Faithfully,

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

TENDER NO: DCO1257P17

FORMAT FOR COURT AFFIDAVIT

In the court of the Magistrate at _____ Date: _____

I, Sri/Smti _____, Son / Daughter / Wife of _____, by religion _____, aged _____ years, by occupation _____, resident of _____ P.S. _____ & P.O. _____, District _____, State _____ do hereby solemnly affirm and declare on oath as follows:-

1. That the deponent is permanently residing at the above address with the family members.
2. That the deponent is not an OIL Employee in service or dependent of any OIL employee in service.
3. That the deponent is not an employee or dependent of any employee of any Government / Quasi Government / Public Sector undertaking.
4. That the deponent's age on the date of submission of application under the tender is not below 18 years.
5. That the deponent desires to supply one number brand new Welding, Cutting & Brazing set as specified in the NIT to be stationed at any place of OIL's operational areas in Assam and Arunachal Pradesh.
6. That the deponent's address is not same with any of OIL's Quarters / Settlement area / OIL Premises (excluding "Oil Market & Public Bus Stand" Duliajan).

OR

That the deponent's address is one of the OIL's Quarters / Settlement area / OIL Premises as the deponent is son / daughter residing with OIL employee but not dependent on the said employee as per OIL's policy. (Separate joint declaration by the deponent & the said employee of Oil India Limited is attached)

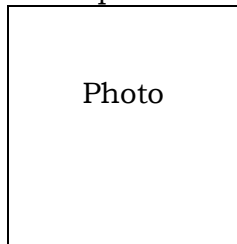
7. That the deponent has fully understood & agreed to accept the rates, terms and conditions of the above tender no DCO1257P17 and is fully conversant with the general terms and conditions of service contracts and also agrees to abide by the same throughout the contract period (including any extension of the contract if granted by OIL in future).

The above statements are true to the best of my knowledge, belief and information.

In case of the above statement of mine is found to be false/incorrect at any point of time, the contract shall stand terminated and company shall be at liberty to initiate necessary action as deemed fit against me.

The Deponent Sri _____, signs as _____

Passport Photo Affixed herewith



IDENTIFIED BY:

(_____)

ADVOCATE

DEPONENT

Signed & sworn before me by the above named deponent on being identified by Sri _____, Advocate on _____.

MAGISTRATE

**JOINT DECLARATION IN THE FORM OF AFFIDAVIT BY THE APPLICANT'S PARENT WHO IS
AN OIL EMPLOYEE & APPLICANT**

TENDER NO.DCO1257P17

Hiring the Services of Brand New Welding & Cutting Set

We, (1)Sri/Smt _____, age_____, son of Sri _____, and
(2) Sri/Smt..... both resident of _____ P.S._____ & P.O._____,
District _____, State _____ do hereby solemnly affirm and declare on oath as
follows:-

1. That, above named deponent at (1) is an employee of Oil India Limited (OIL) having OIL
Regd. No./Salary Code..... and resides at(detail address) at Duliajan.
2. That, above named deponent at (2) is the son/daughter of the above named deponent at
(1).
3. That, aforementioned son is residing together with his parent at the aforesaid address.
4. That, aforementioned son/daughter has participated in the **Tender No. DCO1257P17**
floated by Oil India Limited for Hiring the Services of Brand New Welding & Cutting Set.
5. That, aforementioned son/daughter is not a dependent son/daughter as per the existing
OIL policy.

The above statements are true to the best of our knowledge, belief and information and nothing
material has been concealed.

The Deponents Sri _____ and Sri....., signs as

DEPONENTS

1) _____

2) _____

VERIFICATION

We, Sri _____ and Sri.....the above named deponents, do hereby verify on oath that
the contents of the affidavit above are true to my personal knowledge and nothing material has
been concealed or falsely stated. Verified at ____this ____day of _____

DEPONENTS

1) _____

2) _____

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above named deponents on being identified by Sri
_____, Advocate

NOTARY (Signature with Seal)