



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

**Oil India Limited (RP)**  
2-A, District Shopping Centre  
Saraswati Nagra, Basni  
Jodhpur-342005  
Phone -0291-2727048  
Fax : 0291-2727050  
Email: [munin\\_konwar@oilindia.in](mailto:munin_konwar@oilindia.in)

**Date: 02.03.2015**

**FORWARDING LETTER**

**Tender No. : JCO5725P15**

To  
M/s .....  
.....

Document Srl. No. : .....

Sirs,

**Sub:- Hiring of one number 40' (Forty Feet) long Bunk House for a period of one year with a provision for extension for one more year.**

1.0 Oil India Limited (Rajasthan Project), Jodhpur, invites your quotation under Single Stage Composite Bid System for hiring of services of a 40 feet long X 8 feet Width X 9 feet Height Bunk House for the purpose of Well Logging Laboratory at TVC (Tanot Village Complex) for a period of one (01) year with a provision for extension by one (01) more year at the same rates, terms and conditions.

For your ready reference, few salient points (covered in details in this Bid Document) are highlighted below:

- i) Tender No. & Date : JCO5725P15 dated 18.12.2014
- ii) Tender Fee : ` 500.00 (Non-refundable)  
[PSUs and SSI units are exempted]
- ii) Type of Bidding : Single Stage Composite Bid System
- iii) Bid Closing Date & Time : 31.03..2015 (15:00 Hrs. IST)
- iv) Bid Opening Date & Time : 31.03. 2015 (15:15 hrs. IST)
- v) Bid Submission Place : OIL INDIA LIMITED  
2-A, District Shopping Centre  
Saraswati Nagar, Basni  
Jodhpur-342005
- vi) Bid Opening Place : Office of Chief Manager (M&C)  
OIL INDIA LIMITED, Jodhpur

2.0 Payment for above Tender Fee has to be made through cross Demand Draft/Banker's Cheque drawn in favour of Oil India Limited payable at Jodhpur, Rajasthan.

- 3.0 The General Terms and Condition of the Tender, Scope of Work and Terms of Reference, and Schedule of Rates/services for offering your rates of the tender are furnished herewith as under-
- i. Part-I : General Terms and Conditions
  - ii. Part-II : Scope of Work and Terms of Reference
  - iii. Part-III : Schedule of Service/Rates
- 4.0 Your quotation should include the Tender Document (Part-I, II& III) in original duly signed on each page of the same as a token of your acceptance of all the terms and conditions of the tender. Your offered rates should be strictly quoted as per the Price Schedule Format outlined in Part-III of the tender confirming compliance to the Scope of Work and Terms & Conditions.
- 5.0 Your quotation should be valid for a period of at least 180 days from the bid opening date. Tender documents will be available for sale from 09.03.2015 till one day prior to the Bid Closing date
- 6.0 Quotations should be dropped in the Tender Box kept in the office of Chief Manager (M&C), Oil India Limited, Rajasthan Project, 2-A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan. You may also send your quotation by Registered Post/Courier Services. However, timely delivery of the quotation will be the responsibility of the bidders. Your quotation must be submitted before the bid closing date and time mentioned above. Any quotation received after the bid closing date and time shall be rejected outright.

Yours faithfully  
Oil India Limited

(M. KONWAR)  
Dy Manager (M&C)  
For Chief Manager (M&C)  
For Group General Manager (RP)

Part-I

General Terms and Conditions

1.0 Introduction

1.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in exploration and production of Natural Gas from Jaisalmer Basin and experimental production of Heavy oil/bitumen from Bikaner-Nagaur Basin of western Rajasthan. The Project Office is situated at 2-A, District Shopping Centre, Saraswati Nagra, Basni, Jodhpur-342005, Rajasthan.

1.2 In connection with its operational activities, Company has established a base for its Well Logging facilities at Tanot Village in Jaisalmer District, nearly 120 km from Jaisalmer Town beyond Ramgarh. Company desires to hire a 40' long Bunk House as per specifications detailed in Part-II for well Logging Laboratory purpose. The subject Bunk house will be deployed at TVC (Tanot Village Complex).

2.0 **BID SECURITY:**

2.1 The Bid must be accompanied with Bid Security for **Rs. 10,500.00** (Rupees ten thousand and five hundred only). Bid Security shall be denominated in the currency of the Bid, and shall be in the following forms:-

a) A Bank Guarantee by a scheduled Indian Bank as per format provided in the Bid document (Ref. **Annexure-I**) from any Nationalized Scheduled Indian Bank and on non – judicial Stamp Paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker or any other form acceptable to the company and valid for 60 days beyond the validity of the Bid. The Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India.

b) A Banker's Cheque/Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

2.2 The Bid Security shall not accrue any interest during its period of validity or extended validity. The Bid Security shall be returned to all the unsuccessful bidders after finalization of the Tender. However, the Bid Security of the successful bidder will be returned after submission of Performance Security as per Clause 4.0 of PART-I.

2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

2.4 Any Bid received without Bid Security will be rejected outright without any further reference.

2.5 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-para 2.6 below.

2.6 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid after the Scheduled Bid Closing Date/Time and within the period of Bid Validity (including any subsequent extension) specified by the bidder on the bid document  
or

- (b) If a Successful Bidder -
- (i) fails to sign the contract within reasonable time and within the period of bid validity, fails to undertake work and /or,
  - ii) fails to furnish Performance Security.
- (c) If the Bidder furnished fraudulent document/information in their bid.
- 2.7 Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender, subject to furnishing valid certificates.
- 3.0 **PERIOD OF VALIDITY OF BIDS:**
- 3.1 **Bids shall remain valid for 180 days after the date of bid opening prescribed by the Company.**
- 3.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their Bid Security provided under para 2.0 above.
- 3.3 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 **PERFORMANCE SECURITY:**
- 4.1 Within two weeks of issue of Notification of Award of the Agreement, the successful Service Provider shall furnish Performance Security to the Company in the form of **Bank Draft** or **Bank Guarantee** from a scheduled Bank located in India and as per format provided in **Annexure-II** of the Bid document on non – judicial Stamp Paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker or any other form acceptable to the company. **The amount of Performance Security shall be 7.5% (seven point five percent) of the total contract value for one year.** A Performance Bank Guarantee should be so endorsed that it can be invoked at the issuing Bank's branch located in Jodhpur (Rajasthan). The proceeds of the Performance Security shall be payable to the Company as compensation or any loss resulting from Transport Service Provider's failure to complete his/her obligations under the Agreement. The Performance Security shall be valid till six (06) months beyond the date of expiry of the Agreement.
- 4.2 The Performance Security specified above must be valid for six (06) months beyond the expiry date of the contract to cover warranty obligations, if any and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 2.5% of the evaluated contract value for the extended period and also to extend the validity of the performance security accordingly.
- 4.3 Performance Security shall be returned to the Service Provider after adjustment of compensation/loss, if any, due to the Company for any reason. The Performance Security shall not accrue any interest. In case of default on the part of the Transport Service Provider, the Performance Security shall automatically stand forfeited in full or in part and the Service Provider shall have no claim on this account whatsoever.

- 5.0 The rates quoted in PART-III by the bidder along with PART-I, & PART-II should be sealed in an envelope and submitted before the Bid Closing Date & Time. The rates should be written both in figures & in words. In case of any discrepancy between the words & figures, the rates quoted in words will be considered as final.
- 5.1 No. overwriting shall be allowed. All corrections must be initialed properly.
- 5.2 The quoted rates shall be inclusive of all types of Central and State Govt. Taxes including expenses on handling, maintenance, tools, spares, duties, road taxes, insurance etc.
- 5.3 All the pages of the Bid document shall be signed with Seal by the bidder on each page.
- 6.0 **MINIMUM QUALIFYING CRITERIA:**
- 6.1 The bidder should have experience and expertise in successfully executing similar nature of works during last 07 (Seven) years ending last day of the month previous to the one in which bid are invited which should be either of the following and documentary evidences to this regard must be submitted along with Bid:
- i) three similar completed works each costing not less than ` 2.05 lakhs
  - or
  - ii) two similar completed works each costing not less than ` 2.56 lakhs
  - or
  - iii) One similar completed works costing not less than ` 4.10 lakhs
- Note: Similar work means providing services of Bunk House.
- 6.2 Average Annual financial turnover of the bidder as per Audited Annual Reports for the last three accounting years should be at least ` 1.54 lakhs. The bidder must submit the Audited Annual Report of last three financial years as supporting documentary evidences.
- 7.0 **Mobilisation:** The Contractor shall have to provide the Bunk House at TVC within 15 days from the date of issue of LOA or earlier.
- 8.0 **Duration of the Agreement:** The duration of the Agreement shall be effective from the date of issue of Letter of Award (LOA) and it shall remain valid for a period of one (01) year from the date of its placement at site, with a provision for extension for another one (01) year at the same rates, terms and conditions at the option of Company. However, further extension of the contract, if any, will be on the basis of rates, terms and conditions mutually agreed upon by the Company and Contractor.
- 9.0 **Liquidated Damage:** For default in timely mobilization, liquidated damage @ 0.5% of the total estimated contract value will be levied for delay of each week or part thereof subject to a maximum of 7.5% of Contract value of 1<sup>st</sup> Year (including mobilization cost).
- 10.0 **LATE BIDS:** Any Bid received after the deadline for submission of bids prescribed by the Company shall be outrightly rejected. No correspondence will be entertained regarding extension of Bid Closing date or delay in receipt of bids by Oil India Limited. Further more, Oil India Limited will not entertain any interim correspondence from the bidder after the Bid closing date regarding the status of the bid.

11.0 **EXTENSION OF BID CLOSING DATE:** In the event of receipt of only a single offer against the Tender within the Bid Closing date, Oil India Limited (OIL) reserve the right to extend the B.C. date as deemed fit by the Company (OIL). However, the bidders who have already submitted the bids on or before the original Bid Closing date shall not be permitted to revise their bid during the extended period.

12.0 **OTHER CONDITIONS:**

12.1 Employees of Oil India Limited are prohibited from quoting against this tender and also from getting others to quote on their behalf against this tender.

12.2 Any dispute arising out of this Tender will be subject to the jurisdiction of the court at Jodhpur.

12.3 Oil India Limited (OIL) reserves the right to accept or reject any offer without assigning any reason whatsoever. OIL's decision in this regard shall be final.

12.4 If there is any discrepancy in the Price Schedule between the unit price and the total price (as quoted by the bidders) that is obtained by multiplying the unit price and the quantity, the unit price will prevail and the total price should be corrected accordingly. If there is discrepancy between word and figures, the amount in words will prevail.

13.0 OIL INDIA LTD (the Company) reserves the right to terminate the Contract any time by serving 07(seven) days written notice, if the performance of the Contractor is found to be unsatisfactory.

14.0 **APPLICABLE LAWS:** The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

15.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

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

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

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
  
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**15.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise)**

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

The venue of all arbitrations under both 15.1 & 15.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

**16.0 AMENDMENTS:** Amendments to any terms and conditions of this Contract, if any, can be carried out only through an Amendment to Contract duly signed by the authorized representative of the Company and the Contractor as are being done in this Agreement.

**17.0 FORCE MAJEURE:**

**17.1** 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 as provided herein. The word "Force Majuro" 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) 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.

**17.2** 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.

**17.3** Should "Force Majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract if such "Force Majeure" condition continues 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 period unless otherwise agreed to.

**18.0 TERMINATION:**

**18.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

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

**18.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE**

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



18.3 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 07 (seven) days notice in writing to the Contractor, if the Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

18.4 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and/or obligations under the 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 the Contract.

19.0 CONSEQUENCES OF TERMINATION:

19.1 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 the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

19.2 If at any time during the term of the Contract, breakdown of Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 07 successive days (not including Force Majeure delay), the Company at its option, may terminate the 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.

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

19.4 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 7(seven) days written notice to the Contractor due to any other reason not covered under the above clauses from 18.1 to 18.3 and in the event of such termination the Company shall not be liable to pay any cost or damage to he Contractor except for payment for service charges and other charges as per the Contract up to the date of termination.

19.5 In the event of termination of the contract, the Company will issue Notice of Termination to the Contractor with date or event after which the contract will be terminated.

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

21.0 Address for Correspondence: Any notice required to be given under this service agreement including all correspondence shall be addressed to the respective parties at their given address. Any change in address shall be communicated by the respective parties in writing under registered cover at least fifteen days prior to the change of address.

<p><b>GROUP GENERAL MANAGER (RP)</b>  <b>OIL INDIA LIMITED</b>  2-A, District Shopping Centre,  Saraswati Nagar, Basni, Jodhpur-  342005, Rajasthan</p>	
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- 22.0 **ASSIGNMENT:** The Service Provider shall not assign his/her rights, duties and obligations arising under this agreement and sublet to any third person or party except in respect of payments to be received by Service Provider, if acceptable to the Company.
- 23.0 Oil India Limited reserves the right to cancel this tender without assigning any reason whatsoever.
- 24.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to date of bid submission, if there is a change in or enactment of any law or interpretation of existing law which results in an additional cost/reduction in cost under the contract to Contractor such as but not limited to Corporate tax, Local taxes, Octroi, Sales tax, Service tax, Levies etc., the additional cost/reduction in cost shall be reimbursed by Company to Contractor or by Contractor to Company as the case may be.
- 25.0 SUB-CONTRACT:** The Contractor shall not sub-contract all or any part of the work envisaged under this Agreement.
- 26.0 **SET OFF CLAUSE:** "Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."
- 27.0 **Evaluation and Comparison of Bids:**
- 27.1 The bids conforming to the Scope of Work, Terms & Conditions stipulated in the bidding document and considered to be responsive will be considered for further evaluation. Evaluation of Bids and comparison thereof will be made on total evaluated Contract cost basis as per rates to be quoted by the bidders above
- 28.0 **AWARD OF CONTRACT**
- 28.1 **AWARD CRITERIA:** The Company will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 28.2 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**  
The Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.
- 28.3 **NOTIFICATION OF AWARD OF CONTRACT:**
- 28.3.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax/e-mail (to be confirmed in writing by registered / courier letter) that their bid has been accepted.

28.3.2 The notification of award will constitute the formation of Contract.

28.4 SIGNING OF CONTRACT:

28.4.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the Contract or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, schedules of rates and all other relevant documents.

28.4.2 Within two weeks of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

SCOPE OF WORK AND TERMS OF REFERENCE

## 1.0 INTRODUCTION

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

## 2.0 SCOPE OF WORK

## 2.1 Specifications of the Bunk House:

Sl.No.	Description of Bunk house and specifications of Its fittings/accessories	Quantity
1.	<p>Bunk House for well Logging Laboratory</p> <p>Sized : 40 feet Long X 8 feet Width X 9 feet Height The Bunk house must have at least one standard door in 8 feet Width side.</p> <p>The Bunk house shall be fitted/complete with following:</p> <p>(a) At least two(2) Nos of Windows (b) Cup board – 2 Nos. © Wash Basin with water tap &amp; water Tank: 1 No. (d) Window AC 1.5 Ton: 2 Nos. (Not more than one year old) (e) Tube light with 4 Nos of 3 pin 5 amp Power socket &amp; switch on board: 4 Nos. (f) Working Table (Wooden), 6 feet X 4 feet fitted with 4 Nos. of 5 amps. 3 pin socket with power connection: 4 Nos. (g) Other accessories like reading lamp.</p>	1 No.

- 2.2 The Bunk House is required to be hired for an initial period of one year from the date of its placement at site, with a provision for extension upto maximum another one year at the same rates, terms and conditions at the option of Company.
- 3.0 Transportation of the Bunk house up to site (Tanot village Complex, 120 km from Jaisalmer Town beyond Ramgarh) will be arranged by the Contractor. For unloading the Bunk house from Trailer at site, Company will provide services of a suitable Crane. However, monitoring will be done by the Contractor during unloading/ handling/ placement of the same. Company will not be responsible for any damage during such operations.
- 4.0 After expiry of the contract or upon termination of the same, as the case may be, the Contractor will be required to demobilize their Bunk house from site at their own arrangement and expenses. Company will not provide any assistance for demobilization.
- 5.0 The Bunk house to be provided by the Contractor shall be perfectly in working order and the Contractor must mobilize the same at site within 15 days from the date of issue of Letter of

Award (LOA). Contractor will arrange and maintain adequate insurance coverage for their Bunk House and all other associated fittings/accessories as deemed fit.

- 6.0 In the event of Contractor's default in maintaining the agreed mobilization time as above, the Contractor shall be liable for payment of liquidated damages @ 0.5% per week or part thereof of delay, subject to maximum of 7.5% of Contract value of 1<sup>st</sup> Year (including mobilization cost).
- 7.0 Payment: All payment due to Contractor will be released by Company to their Bank against invoice. Payment will be released within 30 days of receipt of undisputed invoice as under.
- 8.0 Mobilization Charges will become payable immediately after placement of Bunk House at site by Contractor and upon inspection and acceptance by Company.  
Monthly rental will be paid against running bill/invoice to be submitted by Contractor at the end of each calendar month.  
Demobilization charges, if any, will be paid after completion of all obligation of Contractor including demobilization of Bunk House from site after expiry/termination of Contract.
- 9.0 Bids received after bid closing date and time will not be considered and will be returned unopened.
- 10.0 The Bid documents are not transferable. Bids made by parties who have not purchased the bidding documents from Company will be rejected.

**Part-III****Schedules of Rates/Services**

## SCHEDULE OF RATES (TO BE QUOTED BY BIDDERS)

Sl.No	Job Description	Qty	Unit	Unit Rate (Rs.)	Total Amount(Rs)
1.	Mobilisation Charges of Bunk house upto the site (TVC) including transportation charges.	1	Lumpsum		
2.	Monthly Rental charges per Bunk House per month	12	Months		
3	Demobilization Charges of Bunk House from the site (TVC) including transportation charges	1	Lumpsum		

**Note:**

- 1.0 Evaluation of the offer would be on the basis of overall ranking.
- 2.0 The Bidder should quote the rates inclusive of all type of applicable State/Central taxes and duties/levies excluding Service Tax against each item of services/works. However, the bidder should indicate separately the quantum of taxes or any other duties included in their quoted rates.
- 3.0 **Service Tax:** The quoted price/rate shall be exclusive of Service Tax as applicable shall be on Company's account. However, liability for payment of the service tax will lie on the Contractor
- 4.0 The Bid in which the rates for any part of the service/work are not quoted shall be rejected. However, if no charge is involved for any of the service/item, „NIL" should be mentioned against such part of service.
- 5.0 Bidders should note that payment against the proposed contract under this tender will be made by e-payment(s) mode only. Therefore, the bidders must furnish the followings along with their bids:
  - a) Beneficiaries Name
  - b) Bank Account Title
  - c) Bank Account Number
  - d) Bank Name
  - e) Bank Branch
  - f) Bank Branch Code
  - g) IFSC Code
  - h) MICR Code
  - i) Bank Address
  - j) Copy of PAN Card
  - k) Cancelled Cheque
  - l) Copy of the latest Bank Statement

In case any bidder does not furnish any of the above information or furnish incomplete information, payment may be delayed for which the company will not be liable.

- 6.0 For unloading of Bunk house at Site (TVC) after mobilization, Company will provide services of Crane. However, at the tie of demobilization after expiry/termination of contract, Contractor will arrange all support/facilities including crane etc. as may be required.
- 7.0 Evaluation of Bids and comparison thereof will be made on total evaluated Contract cost basis as per rates to be quoted by the bidders above.

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS, (Name of Bidder)\_\_\_\_\_ (hereinafter called "the Bidder") has submitted his bid dated (Date) \_\_\_\_\_ for the provision of transport services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company") in the sum of (\_\_\_\_\_) \* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20.....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, on tender document;
  - or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) If the Bidder furnished fraudulent document/information in their bid.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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\* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with  
designation seal and seal of the bank.



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

To : (Name of Company \_\_\_\_\_)  
(Address of Company \_\_\_\_\_)

WHEREAS (Name and address of Contractor) \_\_\_\_\_  
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ to execute (Name of Contract and Brief description of the work)  
\_\_\_\_\_ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) \* \_\_\_\_\_ (in words) \_\_\_\_\_ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee is valid until the date (..... ) six months after Contract completion.

**SIGNATURE & SEAL OF THE GUARANTOR**

Name of Bank

Address

Date

\_\_\_\_\_

\* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

**NOTE : Bidders are NOT required to complete this form while submitting the Bid.**