

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

OIL INDIA LIMITED (OIL) invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid.

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| IFB No | DCO0119P16 |
| Service Requirements | Grass cutting, clearing at the office compound/premises and adjacent (outside fence) areas / surroundings of Technical Audit Department and Scrap yard of New Industrial Area (NIA), Duliajan for a period of 2(two) years with a provision for extension for another 1 (one) year |
| Cost of Bid Document | ₹ 500.00 (Rupees Five Hundred) only. |
| Bid Security(EMD) | ₹ 1200.00 (Rupees One Thousand Two Hundred) only. |
| Issue of Bid Document | 29.02.2016 to 28.03.2016 [up to 03:30PM(IST)] |
| Bid Closing/Opening Date & Time | 29.03.2016 [12:45PM/01:30PM(IST)] |
| <p>1.0 Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 from MONDAY to FRIDAY during office working hours within the period of sale (inclusive both the days i.e. start date & end date) on application along with Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' payable at Duliajan on any Schedule Bank. The details of IFB are available at website www.oil-india.com</p> | |
| <p>2.0 Exemption of tender fee & Bid Security(EMD): 2.1 If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees and Bid security(EMD) for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. 2.2 Central Govt departments and Central Public Sector Units (PSU) are also exempted from payment of tender fee & Bid Security (EMD).</p> | |
| <p>Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.</p> | |

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

M/s.
India

TENDER NOTICE NO.: DCO0119P16

Date: 02.02.2016

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

| DESCRIPTION OF WORK/ SERVICE. | LOCATION | CONTRACT PERIOD | i) Bid Closing/ Opening date ii) Earnest money deposit |
|---|--|---|---|
| Grass cutting, clearing at the office compound / premises and adjacent (outside fence) areas / surroundings of Technical Audit Department and Scrap yard of New Industrial Area (NIA) for a period of 2 (two) years with a provision for extension for another 1 (one) year | Technical Audit Deptt./ NIA, Duliajan | Two (2) years with suitable provision for extension of one (1) year, if required. | 29.03.2016 1,200.00 (RUPEES ONE THOUSAND TWO HUNDRED ONLY) |

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

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

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at Head-Contracts's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional tenders are liable to be rejected at the discretion of the Company.

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

Head-Contracts
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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 BACKING OUT BY BIDDER

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

HEAD-CONTRACTS
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO0119P16

DESCRIPTION OF WORK/SERVICES:-

Grass cutting, clearing at the office compound/premises and adjacent (outside fence) areas /surroundings of Technical Audit Department and Scrap yard of New Industrial Area (NIA),Duliajan for a period of 2(two)years with a provision for extension for another 1 (one) year

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 at _____.

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

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

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

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

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

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

c) Order the Contractor to remove or replace any workman who he (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 **104 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 utilisation 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 antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-exclusive of Price (the Contract price) except service is Rs. XXXXXXXXX (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 Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.

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

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence 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 finalised.

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 & 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. **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 amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

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 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for 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 |
|---|----------------------|---|
| Upto Rs. 5 Crore | Sole Arbitrator | OIL |
| Above Rs. 5 Crore | 3 Arbitrators | One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

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

DCO0119P16

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.

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 Mobilisation and/ or Completion of Works and Services:

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

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

SIGNED & DELIVERED FOR AND

ON BEHALF OF
his legal

-----by the hand of

Contractor

(Signature of Contractor or
Attorney)

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

(Signature of witness)

And in presence of

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation

Date_____

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

WORKS CONTRACT

Tender No. DCO0119P16

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

| Service Line No. | Description of Work | Unit in Words | Quantity | Rate per Unit (Figures & Words) | Amount |
|------------------|--|---------------|-------------|---------------------------------|--------|
| 10 | To carry out cutting & clearing of wild grasses and bushes once in a month inside the fenced areas/and adjacent (outside fenced areas/surroundings of Tech. Audit Department. The cut grasses and bushes should be removed and dumped at a distance of about 150/200 m or as per directive of Tech. Audit Deptt. | Square meter | 26,000.000 | | |
| 20 | To carry out cutting & clearing of wild grasses & bushes 9 (nine) times in a year in the Scrap Yard of New Industrial Area (NIA). Total no. of cutting & clearing would be maximum 9 (nine) numbers in a year. The cut bushes and grasses should be removed and dumped at a distance beyond about 150/200M and / or as per directive of Head-TA or his authorised representative. Before execution of the aforesaid jobs, each time, the Contractor should liaise / get the advice from Head-TA or his authorised representative for exact date(s) for cutting | Square meter | 188,982.000 | | |

| | | | |
|----|---|-------------|--------|
| 30 | & clearing of grasses and bushes. Supply of 2 (two) full or 4 (four) half truck load of cowdung in each year in Tech. Audit deptt. | Truck Load | 4.000 |
| 40 | To prepare flowers sapling bed(s) and carry out maintenance as per the instruction twice in a year in the office compound of TA dept. | Per Service | 4.000 |
| 50 | Maintaining the flower beds once in every month as per the instruction in the office compound of TA dept. | Per Service | 24.000 |

Total Amount(Rs):

Note: Bidders must quote rates including all statutory liabilities except 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.

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

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO0119P16

- 1.0. Contractor has to engage labourers in daylight hours such that the grass cutting & clearing jobs are completed within two consecutive days or till the jobs are completed in a month.
- 2.0 The cutting and clearing of bushes, grasses, etc. should be carried out continuously without any interruption in between and should be completed within specified time limit or as per directive of Technical Audit Department.
- 3.0 The trimming of hedge of office compound are to be carried out periodically as per the directive of Technical Audit Deptt.
- 4.0 Removed grass, hedge cutting and any other refused material are to be dumped in separate places at a minimum 150/200 mtrs away from the worksite or as directed by Tech. Audit Deptt.
- 5.0 Prepare flower beds and add manure as directed by department.
- 6.0 Supply necessary manure (cowdung) and transport the same to respective gardens.
- 7.0 Maintain the flower beds and lawns in excellent condition by weeding of all jungles and other unwanted growth/bushes.
- 8.0 Water the plants as frequently as needed.
- 9.0 Maintain the complete compound /garden area perfectly clean and well dressed and by removing old/dried/ unwanted/ flower/ other plants.
- 10.0 All jobs under this contract should be carried out/ completed within the stipulated time and upto the satisfaction of the Technical Audit Department.
- 11.0 For proper co-ordination and liasion the contractor should visit the Technical Audit department periodically atleast once in fortnight to monitor the work progress and the quality of job done and also to get the instructions / advice from Technical Audit department for execution of the jobs.
- 12.0 The contractor shall not engage minor workers below 18 years of age under any circumstances.
- 13.0 The Contractor shall have to provide all necessary safety appliances as per statutory regulations to the workers engaged at his/her own cost.
- 14.0 The Contractor shall have to provide all the required materials / tools to his/her engaged workpersons for carrying out the jobs.
- 15.0 The Contractor must obtain "Entry Permit" from CISF/OIL Security for all workers engaged by him/her to worked inside the location.
- 16.0 All persons engaged by the contractor must obey the security rules of the Company when working inside the Company's area. Any individual found to be objectionable from the security considerations must be replaced by the contractor.
- 17.0 Contractor must have his/her Contact address & telephone no. in Duliajan.

Bid Rejection Criteria & Bid Evaluation Criteria for the tender:

A. BID REJECTION CRITERIA (BRC)

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

1. Bidder must have relevant experience in carrying out 'similar nature of job' with PSU's /Central Govt. /State Govt. organization in last 7 (seven) years from date of bid closing.

Should have successfully executed similar works of value

(i) Single contract of minimum value of Rs. 1,90,627.00 (Rupees One Lakh Ninety Thousand Six Hundred Twenty Seven) only

OR

(ii) Two contracts of minimum value of Rs. 1,19,142.00 (Rupees One Lakhs Nineteen Thousand One Hundred Forty Two) only,

OR

(iii) Three contracts of minimum value of Rs. 95,314.00 (Rupees Ninety Five Thousand Three Hundred Fourteen) only.

2. Average Annual financial turnover during the last 3 (three) years reckoned from the bid closing date should be at least Rs. 71,485.00 (Rupees Seventy One Thousand Four Hundred Eighty Five) only.

3. Bidder must submit all necessary documents related to experience and turnover.

Note:

(i) "**Similar nature of job**" mentioned above means "Experience in Regular maintenance of office compound /premises and adjacent (outside fence) areas/surroundings of office/building".

4. For proof of Annual Turnover, any one of the following documents/ photocopies must be submitted along with the bid:-

(i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

(ii) Audited balance sheet and Profit and Loss account.

5. For proof of requisite experience, any one of the following documents/photocopies must be submitted along with the bid:-

i) Certificate issued by any other Public Sector Undertaking/ Govt Organisation or any other Company in last 7 (seven) years from date of bid closing date showing:

a. Gross value of the job done.

b. Nature of Job done

c. Time period covering the financial years as per NIT

d. Bidder must submit copy of a satisfactory completion certificate/performance Certificate to substantiate their claim of having completed the job.

ii) In case of OIL contractors, copy of certificate of completion (COC)/ Certificate of payment (COP) of jobs successfully completed, showing gross value of jobs done. It may be clearly noted that simply mentioning of OIL CCO number will not be accepted.

6. Non-submission of the documents as specified in BRC above will result in rejection of bids.

B. BID EVALUATION CRITERIA (BEC)

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

2. In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

3. Purchase preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries

Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide Complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL .

Note: Documents required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

C.COMMERCIAL:

1.Bids are invited under Single Composite bid system i.e., Technical as well as Commercial details together in single offer.

2.Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.Bid security shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

4.The Bid documents are not transferable. Bids submitted by parties to whom Tender was not issued will be rejected.

5.Bids received after the scheduled bid closing date and time will be rejected outright.

6.Any bid received in the form of Telex /Cable /Fax /E-Mail /will not be accepted.

7.Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

8.Bids shall be typed or written in indelible ink failing which the bid will be rejected.

9.Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder and should be initiated by the bidder. Any bid not meeting this requirement shall be rejected.

10.The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

11.OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

12.Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected

a. Performance Bank Guarantee clause

- b. Force Majeure clause
- c. Tax liabilities clause
- d. Arbitration clause
- e. Applicable Law
- f. Liquidated Damage clause

D. GENERAL:

a. The bidder shall submit self-attested Copies of PAN card, Service Tax registration, Bank Account details, Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them.

b. In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

c. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.

d. In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

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

OIL INDIA LIMITED
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WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO0119P16

Contractor has to provide all materials & tools to his / her workers required for carrying out the jobs.

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO0119P16

Description of work/service :

Grass cutting, clearing at the office compound / premises and adjacent (outside fence) areas / surroundings of Technical Audit Department and Scrap yard of New Industrial Area (NIA) for a period of 2 (two) years with a provision for extension for another 1 (one) year

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 authorised 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR
 FOR & ON BEHALF OF