

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

DCQ2672P09

DESCRIPTION OF WORK/SERVICE :-

Laying of 250 mm NB bevel ended line pipe in central tank farm in Duliajan.(30 days)

PART -I CONDITIONS OF CONTRACT

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 upto 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. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II 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 upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out 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 thereunder.
- 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 Contractor must complete the work within 4 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half 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 15% (fifteen p.c) 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) per week of delay of the total contract cost subject to a maximum of 15% (fifteen percent) of total contract cost.

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

The payment of liquidated damages/penalty may be reduced or 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 event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____
(Rupees _____

_____ only.) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not oftener than monthly, upto the amount of 90% (ninty percent) 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. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

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

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

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

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

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

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

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

20. Special Conditions

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

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

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

21. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

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

23. LB 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.

24. 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.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

(Signature of Contractor or his legal Attorney)

----- by the hand

(Full Name of Signatory)

of -----
its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

(Signature of Acceptor)

Designation _____

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Tender No. DCO2672P09

Part II - 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	Transportation of 250 mm NB (10") plain bevel end pipes & other fittings, valves, casing pipes, primer, coating & wrapping materials, paints etc. from Stores yard at Duliajan or any pipe yard nearer to the pipe line ROW including loading and unloading with the help of approved pipe Trailors without causing any damage to the pipes. Defective pipes shall be rejected at yard prior to receiving with the approval of Company's Engineer. Weight of pipe including valves, fittings, casing pipe, coating wrapping materials primer etc. 52 kg/m. Wall thickness 7.8 mm (0.307") & length of the pipe will vary from 11 to 12 m. Distance of transportation will vary from 35 to 45 kms.	Ton-Kilometre	127.000		
20	Transportation of 150 mm NB (6") plain bevel end pipes & other fittings, valves, casing pipes, primer, coating & wrapping materials, paints etc. from Stores yard at Duliajan or any pipe yard nearer to the pipe line ROW including loading and unloading with the help of approved	Ton-Kilometre	36.000		

pipe Trailors without causing any damage to the pipes. Defective pipes shall be rejected at yard prior to receiving with the approval of Company's Engineer. Weight of pipe including valves, fittings, casing pipe, coating wrapping materials primer etc. 52 kg/m. Wall thickness 7.8 mm (0.307") & length of the pipe will vary from 11 to 12 m. Distance of transportation will vary from 35 to 45 kms.

30	Manual stringing of pipe joints for 250 mm NB pipes along the ROW from the dumps including related fittings in ROW.	Meter	600.000
40	Manual stringing of pipe joints for 150 mm NB pipes along the ROW from the dumps including related fittings in ROW.	Meter	300.000
50	Swabing and cleaning of pipe inside prior to welding, size: 250 NB	Meter	600.000
60	Swabing and cleaning of pipe inside prior to welding, size: 150 NB	Meter	300.000
70	Repair of 250 NB pipe ends by gas cutting, machining, grinding etc. and making them true suitable for welding in case the pipe ends are damaged or not true. Prior to repairing the pipe ends at site, the contractor shall show the defective ends to the Company's representatives. This repair shall not include minor repair which will be a part of aligner of joints during the operation.	Number	20.000
80	Repair of 150 NB pipe ends by gas cutting, machining, grinding etc. and making them true suitable for welding in case the pipe ends are damaged or not true. Prior to repairing the pipe ends at site, the	Number	20.000

	contractor shall show the defective ends to the Company's representatives. This repair shall not include minor repair which will be a part of aligner of joints during the operation.		
90	Welding of pipe joints of 250 mm including of forged butt welding of fittings like tee, elbow, flanges etc. & bends into a continuous length using requisite nos. of run of welding after preparing bevel ends by handling of all machinery as necessary including generating set. The welding set shall strictly conform to API Std. 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment / machinery / manpower /consumables like electrodes, grinding disc, wooden skid as necessary for the job. The entire operation shall be carried out under constant supervision of the third party Inspectors or Company's representatives. Welding shall not be done, if the Inspector / Company's representative feels that the weather is not favourable. The contractor shall have to provide canopy during mild drizzle for the welding. The weld joints shall be radiographically inspected as specified in the code	Joint	80.000

API-1104 (approx. 10%) with the stipulation to carry out 100% radiographic inspection of weld joints in the road crossing & marshy area. The defective joints shall be repaired & radiographed at contractor's cost. This includes bevelling the end of pipe as and when necessary. Necessary safety precautions are to be observed in all phases of work along the ROW.

NOTE : The ROW of the pipeline is through paddy field and waste lands, which are likely to become marshy during the rainy season. The contractor should take into account the above point while making the estimate.

100	<p>Welding of pipe joints of 150 mm including of forged butt welding of fittings like tee, elbow, flanges etc. & bends into a continuous length using requisite nos. of run of welding after preparing bevel ends by handling of all machinery as necessary including generating set. The welding set shall strictly conform to API Std. 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job shall be duly certified by the Company prior to his engagement. The contractor shall supply all the equipment / machinery / manpower / consumables like electrodes, grinding disc, wooden skid as necessary for the job. The entire operation shall be</p>	Joint	46.000
-----	--	-------	--------

carried out under constant supervision of the third party Inspectors or Company's representatives. Welding shall not be done, if the Inspector / Company's representative feels that the weather is not favourable. The contractor shall have to provide canopy during mild drizzle for the welding. The weld joints shall be radiographically inspected as specified in the code API-1104 (approx. 10%) with the stipulation to carry out 100% radiographic inspection of weld joints in the road crossing & marshy area. The defective joints shall be repaired & radiographed at contractor's cost. This includes bevelling the end of pipe as and when necessary. Necessary safety precautions are to be observed in all phases of work along the ROW.

NOTE : The ROW of the pipeline is through paddy field and waste lands, which are likely to become marshy during the rainy season. The contractor should take into account the above point while making the estimate.

110	Making of mitre bend with minimum of 5 (five) weld joints size: 250mm pipes to suit the alignment as per ANSI B - =31.4/B -31.8 & API 1104	Per Bend	6.000
120	Making of mitre bend with minimum of 5 (five) weld joints size: 150 mm pipes to suit the alignment as per ANSI B - =31.4/B -31.8 & API 1104	Per Bend	6.000
130	Tie-in-joints of 250 mm NB pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the	Number	5.000

	contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations.		
140	Hooking up of pair of matching flanges with bolts & nuts and putting gaskets in between after proper alignment and without any stress on the line, size: 250 NB	Pair	28.000
150	Hooking up of pair of matching flanges with bolts & nuts and putting gaskets in between after proper alignment and without any stress on the line, size: 150 NB	Pair	20.000
160	Cleaning of exterior surface of pipes by cleaning belt or sand blasting and subsequent priming of cleaned surfaces. All equipment materials for cleaning and sand blasting should be arrange by the contractor.	Sq. Metre of Exposed Surface	650.000
170	Coating & wrapping of welded pipeline shall be done in conformity to the code AWWAC-203 of 1973. The coated pipe shall be subjected to Holiday Detection test for perfection. Defective section of the pipes shall be repaired at contractor's cost. The Holiday testing shall be carried out by Company's personnel or Third party Inspectors. The contractor shall provide assistance during the testing operation. The contractor shall use approved quality dope kettle for the purpose. The coal tar for enamel wrapping materials shall be supplied by the	Square meter	650.000

	Company and the contractor shall take the delivery at Company's godowns and transport it, any wastage during application or shortage shall be at contractor's cost.		
180	Excavation of open trench along the ROW with manual / mechanized boring in the bundh area at a maximum depth of 1.5 m. from the top of the bundh. The trench should be of 0.7m at the top and 0.6m at the bottom. The bottom & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the ROW irrespective of the quality of earth like slushy or water logged area or hard stand area or normal soil. Contractor shall arrange pumps to remove water from the trenches in case water appears in the course of digging the trench.	Cubic meter	250.000
190	Lowering of the coated & wrapped pipe to the bottom of the (250 mm NB) previously prepared trench without causing damage to the coating & wrapping. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the	Meter	400.000
200	Lowering of the coated & wrapped pipe to the bottom of the (150 mm NB) previously prepared trench without causing damage	Meter	200.000

	to the coating & wrapping. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the		
210	Fabrication & installation of pipe trestle approx. 1.5 to 2 m wide to accommodate atleast 4 to 5 nos. of different dia pipeline (from 50 mm to 250 mm NB) to cross over a marshy & water logged patch on the ROW.	Number	10.000
220	The bund of the tank farm will be crossed by manual boring method at a desired depth or, as shown by the concerned engineer of Oil India Ltd. The boring hole shall be sealed properly to prevent seepage of water or, oil. The contractor shall have to arrange for emergency traffic diversion, road closer sign, skids etc. The contractor shall have to give an advance notice atleast 3 days before. All equipment necessary for boring operation shall be arranged by the contractor.	Meter	20.000
230	Cutting across pucca road in places by manual boaring	Meter	10.000
240	Making standard reducer (250 NB X 150 NB)	Number	2.000
250	Taking out of Tee point, 250 NB x 250 NB	Number	6.000
260	Installation of flanged and Valve including welding of 2 nos. of matting flanges. The valve shall be mounted by tightening with requisite number of stud bolts, gasket and shall be given a flood-coat of coal tar enamel.	Number	2.000

270	Size of the valve: 250 mm NB Complete cleaning of the ground surface from crude oil manually and spreading sand over it. Sand will be supplied by contractor	Square meter	100.000
280	Hooking up of line with existing charged line with all necesasry safety precautions, size: 250 NB	Job	2.000
290	Hooking up of line with existing charged line with all necesasry safety precautions, size: 150 NB	Job	6.000

Total Amount(Rs):

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO2672P09

Condition of works :

1. All materials such as pipes, valves, flanges, pipe fittings, bolts & nuts, gaskets, casing pipes etc. will be issued by the Company at Duliajan Materials Godown or Field Engineering Godown. All tools and tackles, welding/cutting machines with all accessories and consumables, welder with helper, transportation of pipes, welding machines, cutting machines etc. from place to place, accessories for digging trenches will have to be arranged by the contractor, The contractor must have his own welding machine so that the bend fabrication and line hook up jobs can be carried out at short notice.
2. Security and responsibility of all Company's materials issued to the contractor will have to be borne by the contractor till completion of the line in all respects including hydraulic testing.
3. At the time of welding of pipes, presence of contractor's authorised representative (may be supervisor) should be present at the site and should supervise the use of all safety appliances and safety procedures of executing the job.
4. No. responsibility of contractor's materials and equipment will be borne by the Company.
5. All safety regulations will have to be followed by the contractor while executing the job and to supply safety appliances to the labourers engaged for the job.
6. Experienced supervisor is to be engaged by the contractor to supervise the entire job and liaise with the Department every day.
7. The Company will not provide any accommodation, electricity and drinking water to the contractor's personnel. The contractor must have his own arrangements for accommodation, electricity and drinking water while working in the field installations.
8. Water for hydraulic testing will be supplied by the company.
9. Any materials found defective due to bad workmanship will have to be replaced by the contractor at his own cost.
10. The contractor must work on Sundays and Holidays whenever required.
11. Party should pay due consideration of Govt. labour wages rate while quoting rates.
12. The contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
13. Measurement of the work done against each work order shall be carried out within seven days of its completion and the contractor should be present at the time of measurement and the same should be vetted by company's representatives.

Safety Precautions:

1. The contractor personnel have to abide by all relevant statutory safety and environment rules, regulations, applicable codes and standards (i.e. OMR, OISD standards, BIS, EP Act. etc.). The contractor should strictly ensure that PPE items like safety boots, gum boots, hand gloves, safety goggles, safety helmet, safety belts, etc. are worn by their workers at work sites.
2. Necessary Cold / Hot work / Vessel entry permits are to be obtained from authorized personnel before starting of the job(s).
3. While carrying out welding and cutting jobs, the contractor should strictly enforce the guidelines as stated in OMR - 1984 and SOP-OIL, Vol-II.
4. The oxy acetylene cutting sets will have to be fitted with flash back arrestors in the regulator side as well as nozzle side.
5. The job of pipe line laying will have to be executed as per strict compliance of regulations enforced by State Pollution Control Board, DGMS and other statutory bodies.
6. The contractor shall engage only skilled, capable and competent personnel who are fully conversant with the job. Before starting the job, the contractor shall submit the list of competent personnel with valid certificates, who will carry out the job.
7. During transportation of line pipes by road, they should be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads. The pipes should be unloaded carefully to prevent damage at the ends/ body of the pipes.
8. The trenching operation should be just ahead of pipe screwing/ welding operation. Adequate side support should be provided in trenches to prevent caving in of soil while people are at work inside the trenches.
9. Before lowering the pipeline in the trench, it should be ensured that no person is present inside the trench. In case the sides cave in, the pipeline should be kept adequately supported before removing loose soil from underneath.
10. Utmost care is to be observed in deciding the number of the tripods with chain pulley blocks for a particular section of pipeline to be lowered. Also the capacity of the chain pulley blocks must be minimum 1.5 times the weight of the pipeline section it is going to lift.
11. Necessary sign boards/ warning signals etc should be used while working. The said sign boards/ warning signals shall have to be arranged by the contractor.
12. First aid box is to be arranged by the contractor for each gang working at site and same have to be carried by contractor's personnel to the site while carrying out the job.
13. Under no circumstances LPG should be used for gas cutting purpose.
14. The contractor shall clear away all the rubbish and surplus materials from the site on completion of work and shall have to leave the site clean and tidy and ensure that no damage is done to public and private property due to dumping of such debris.
15. Tool Box Meeting to be regularly held.
16. The contractor have to ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.

17. The contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use.
18. The contractor have to provide suitable facility such as Drinking Water, Toilets, Lighting, Canteen etc for their working personal.
19. The contractor personnel have to take every possible care to keep the environment clean and free from pollution.
20. The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them, should anything go wrong.
21. While providing the services, the contractor personnel have to follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents .
22. The contractor shall have to report all sorts of near misses, incidents and accidents to Installation Manager / departmental representative of Field Engineer dept.
23. For any clarification with regard to the above, the contractor may contact Head-Field Engineering / concerned Engineer / DSO of Field Engineering Department.
24. All the personnel to be engaged for the job under this contract should first undergo safety briefing prior to starting the job. The safety briefing will be conducted by DSO(FE) and same has to be recorded in writing.
25. The contractor should deploy a competent person throughout the job under whose constant supervision only the job will be carried out.
26. Any compensation arising out of the job whether related to pollution matter Safety or Health will be paid by the contractor only.
27. The contractor should deploy only MVT (Mines Vocational Training) trained person.
28. The contractor has to keep a register of the persons employed by him (Form 'B' as per Mines Rules) and also to maintain attendance in Form 'E'.
29. The health check up of contractor personnel is to be done by the contractor in authorized Health centres as per OIL's requirement & proof of such test to be given to the OIL.
30. Any compensation arising out of the accident cases to contractor employees will be borne by the contractor.
31. During the laying/ repairing and testing of the line by the contractor and when the line is under the custody of the contractor, if any leak develops the contractor has to repair it forthwith free of cost. Any adverse impact on surrounding environment due to leakage has to be cleaned-up/remediated by the contractor immediately. Any compensation for damage to public/ private property has to be paid by the contractor.
32. Contractor has to give the mines return to DGMS authority in the prescribed format.
33. While digging the trench for laying the pipe line, adequate precautions to be taken by the contractor to prevent collapse of the trench wall or falling of any cattle or other animal in the trench. Any compensation arising out of such unwanted event will be paid by the contractor.

34. Bid Rejection Criteria & Bid Evaluation Criteria for the tender

AA) BID REJECTION CRITERIA (BRC):

I) 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.

Also it is to be noted that in case the bidders have experience of pipe line laying job along with other job, the amount of job done exclusively for 250 mm NB or above bevel ended pipe, it should be clearly mentioned in the documentary evidence of requisite experience, otherwise the bids may be liable for rejection and the amount of job done against 250mm NB or above, will only be considered for evaluation of the bids.

i) Bidder must have relevant experience in carrying out and completing similar nature of job in Hazardous area marked as Zone-1 where flammable atmosphere due to presence of gases and vapours are likely to be present, and also laying of 250 mm NB or, above, bevel ended pipe line in crude oil storage area of following magnitude with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years from date of bid opening.

Should have successfully executed similar works of value-

1. Single contract of minimum value of Rs. 4, 80,000/-

OR

2. Two contracts of minimum value of Rs. 3, 00, 000/- each.

OR

3. Three contracts of minimum value of Rs. 2, 40, 000/- each.

ii) Average Annual financial turnover during the last 3(Three) years, ending 31st March 2008, should be at least Rs.1, 80, 000/-

iii) Bidder must submit all necessary documents related to experience and turnover, otherwise bid will be rejected.

v) Bidders shall quote directly and not through their agent. Offers made by their agents on behalf of their principals will be rejected. Similarly, bids received from unsolicited parties shall be rejected.

vi) Any offer containing incorrect information will be rejected.

II) TECHNICAL PART

A. i) The bidders shall either own or give an undertaking to possess the following tools / equipment to carry out welding of pipeline as per code API 1104:

a) Welding sets with generating current upto 400amps and conforming strictly to API std 1104 as described in schedule of work - Minimum 1 set

b) Beveling Machine to make the pipe ends true as per dimensions specified in API 1104 standard. - Minimum 1 No.

c) At least two (02) sets of oxy-acetylene cutting equipment.

d) Truck and Trailer for transportation of pipe.

e) Minimum two (02) sets of chain pulley blocks of 3-5 Ton capacity with suitable tripod.

f) Grinding machine, high speed angle grinder: Minimum 1 no

g) The bidder must be equipped with all the infrastructures of carrying out manual/mechanized boring with all safety requirements in Hazardous area marked as Zone-1 and this must be mentioned in his offer.

- ii) The bidders shall engage skilled welders capable of performing Welding as per API 1104:
- iii) The bidder must use good quality welding rod as per API standard suitable for the specific job.
- iv) The bidder must possess VAT registration certificate.

B) As a part of experience in support of Para (AA), the bidder shall furnish copies of detailed work orders indicating clearly the scope of work, contract value, scheduled and actual completion date etc. without which the same shall be treated non-responsive.

Note-

"Similar nature of job" mentioned above means experience in carrying out and completing job in Hazardous area marked as Zone-1 where flammable atmosphere due to presence of gases and vapours are likely to be present, and also laying of 250 mm NB or, above, bevel ended pipe line in crude oil storage area.

I) For proof of Annual turnover, any one of the following document/photocopy must be submitted along with the bid: -

- i) A certificate issued by a practicing Chartered/ Cost Accountant's Firm, with membership no. certifying the Annual Turnover and nature of business.
- ii) Audited Balance Sheet and Profit and Loss account.

II) For proof of requisite Experience, any one of the following document/photocopy must be submitted along with the bid: -

i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' of jobs successfully completed, showing gross value of job done. It may be clearly noted that simply mentioning of OIL CCO Number will not be accepted.

ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department in last seven years ending bid closing date showing:

- (a) Gross value of job done; and
- (b) Nature of job done; and
- (c) Time period covering the financial year(s) as per the NIT.

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

BB) 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. 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.

3. **Discount:** Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be lowest, OIL shall avail such discount at the time of award of contract.

4. A) Bidder(s) must also furnish the followings.

1. NAME OF FIRM
2. DETAIL POSTAL ADDRESS
3. TELEPHONE NO.
4. MOBILE NO.
5. E-MAIL
6. FAX NO.
7. CONTACT PERSON
8. CONTACT PERSON'S CONTACT NO.
9. TAX EXEMPTION CERTIFICATE NO. (Attested copy required)
10. CST REGD.NO. (Attested copy required)
11. LOCAL SALE TAX REGD.NO. (Attested copy required)
12. PAN NO. (Attested copy required)
19. VAT REGD, NO. (Attested copy required)
14. BANK ACCOUNT NO.
15. BANK ACCOUNT TYPE.
34. BANK NAME
35. BANK ADDRESS
36. SERVICE TAX REGD.NO. (Attested copy required)
19. P.F.CODE NO. (Attested copy required)

(Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

20. VENDOR NO. (IF AVAILABLE)

B) Solvency Certificate from Bank

CC) GENERAL

a) 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.

b) 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.

c) 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.

d) 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
(A Govt. of India Enterprise)
Contracts, Duliajan

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO2672P09

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO2672P09

Description of work/service :

Laying of 250 mm NB bevel ended line pipe in central tank farm in Duliajan.(30 days)

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

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

M/s.
India

TENDER NOTICE NO.: DCO2672P09

Date: 21.03.2009

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
Laying of 250 mm NB bevel ended line pipe in central tank farm in Duliajan.(30 days)	Central Tank Farm, Duliajan	One Month	19.05.2009 3,000.00 (RUPEES THREE THOUSAND 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-CONTRACT
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

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 unsuccesssful 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.

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-CONTRACT'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-CONTRACT
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

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.

HEAD-CONTRACTS
For HEAD-CONTRACTS