



OIL INDIA LIMITED
(A Government of India Enterprise)

P.O. Duliajan - 786602, Assam, India.

E-mail : contracts@oilindia.in

OIL INDIA LIMITED invites Indigenous Competitive Bid from experienced contractors/Firms for following services:

IFB No.	Description of services	Earnest money
Cost of Bid document		
DCO 4332P12/KB Rs.500/-	Health monitoring of pipeline & pressure vessels in five(5) nos of Gas Compressor Stations.	Rs. 11,000

- 2.0** Period of Sale of Bid document : From 15.12.2011 to 02.01.2012.
Technical Bid closing / opening date & Time : 03.01.2012 (12:45 hrs / 13:00 hrs)
- 3.0** Cost of Bidding Document (Non-refundable & Non-transferable) of **Rs.500.00** each by D/Draft in favour of M/s Oil India Limited and payable at Duliajan is to be sent to: Head-Contracts, Oil India Limited, P.O. Duliajan, Assam-786602.
- 4.0** Eligibility criteria for Bidders and other details of the Tenders can be also be seen through OIL's web site www.oil-india.com and Government portal at www.tenders.gov.in.

TENDER NO: DCO 4332P12

1.0 BID REJECTION CRITERIA (BRC):

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

1.2.1 The bidder shall have experience in executing SIMILAR nature of jobs in PSUs / Central Govt./ State Govt. Organizations or Enterprises during the last 7 (seven) years ending bid closing date.

"SIMILAR" nature of jobs means-

The job involving health check up/ Non destructive test for various equipments of Oil/ Gas Installations like OCS/ GCS/ EPS/ QPS /Crude Oil Tank Farm/ Refinery etc.

1.2.2 The bidder shall have experience of successfully executing the above nature of work(s) of the following magnitude during the last 7(seven) years ending bid closing date:

- i) Must have executed a minimum value of Rs.17,00,000.00 (Rupees seventeen lakhs only) in a single work,
OR
- ii) Must have executed a minimum value of Rs.11,00,000.00 (Rupees eleven lakh only) each in two separate works,
OR
- iii) Must have executed a minimum value of Rs.8,00,000.00 (Rupees eight lakh only) each in three separate works.

1.2.3 The bidder should have an average annual turnover during the last three years ending 31.03.2011 at least of Rs. 6,50,000.00 (Rupees six lakh fifty thousand only)

1.2.4 Bid will be rejected if not accompanied with adequate documentary proof (Refer Note-1 below) in support of experience and turnover as mentioned in Para 1.2.2 and 1.2.3.

Note-1:-

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A) For proof of Annual turnover, attested copies of the following documents must be submitted along with the bid:

- i) A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business, and
- ii) Audited Balance Sheet and Profit and Loss account.

B) For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

(i) Photocopy of Contract document or work order document showing details of work,

AND

(ii) Completion Certificate issued by PSUs / Central Govt./ State Govt. Organizations or Enterprises showing:

- (a) Gross value of job done during last seven years ending bid closing date.
- (b) Nature of job done and contract / work order no.
- (c) Contract period and date of completion.

1.2.5 The bidder shall provide the list of NDT equipment/ apparatus including the brand name & grade of magnetic particles, coupling medium and various types of probes to assess the suitability for NDT works.

1.2.6 The bidder must carry out the job under the supervision of academically qualified technical person. The technical personnel executing NDT job should have valid certificates on NDT in accordance with the requirement of ASNT/ISNT. The photocopies of the NDT Level-II & Level III certificates on various techniques of NDT as required in the NIT should be enclosed during submission of bid and the original certificates should be produced within 15 days of issue of LOI. The supervisor must have 3 years of experience in carrying out similar type of NDT technique.

1.2.7 The bidder shall categorically confirm that execution / supervision of the jobs to be done by NDT Level II Certificate holder and Certification by NDT Level III certificate holder.

1.2.8 The bidder must have valid certificate of recognition as Inspector and competent person under SMPV(U) Rules'1981 issued by Chief Controller of Explosives(CCE). Alternatively, the bidder may also be associated with a third party having such certification from CCE for the entire duration of the contract. Bidder must submit copy of the certificate issued by CCE and also the copy of the MOU with the third party along with the bid.

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1.2.9 The bidder shall confirm that all the electrical appliances/ equipment to be used for the job, if any will be suitable for the classified hazardous area as per OMR-1984 or respective DGMS' circulars.

1.3.0 The bidder shall submit Copy of PAN card, Bank Account number, VAT Regd. No., Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

2.0 BID EVALUATION CRITERIA (BEC):

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

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

2.3 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.

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

M/s.
India

TENDER NOTICE NO.: DCO4332P12/KB

Date: 13.12.2011

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
Health monitoring of pipeline & pressure vessels in five(5) nos of Gas Compressor Stations by adopting Magnetic Particle Testing / Ultrasonic thickness test method/ Radiographic Testing after Visual Inspection.	Gas Compressor Station: 1, 4, 6, Ushapur and Kathalguri.	The time period for the entire work shall be 12 (Twelve) Months. (Including rainy season if any) to be reckoned from day of receipt of WORK ORDER.	02.01.2012 11,000.00 (RUPEES ELEVEN 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

U.R.BORAH
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 U.R.BORAH'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

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

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

DCO4332P12/KB

DESCRIPTION OF WORK/SERVICE :-

Health monitoring of pipeline & pressure vessels in five(5) nos of Gas Compressor Stations by adopting Magnetic Particle Testing / Ultrasonic thickness test method/ Radiographic Testing after Visual Inspection.

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 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 duration of the contract shall be 48 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) per week of delay of the total contract cost subject to a maximum of 7.5%

of total contract cost.

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

The payment of liquidated damages/penalty may be reduced or 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 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. 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.

25. 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)."

26.0 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.

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

27.1 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 :-

Contractor

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Company

SIGNED & DELIVERED FOR AND
ON BEHALF OF

----- by the hand

of -----
its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

(Signature of Contractor or
his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

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

WORKS CONTRACT

Tender No. DCO4332P12/KB

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	Visual inspection of all vessels and pipelines (both overground and underground) as per attached Annexure by way of studying and analyzing the available chronological data pertaining to five Gas Compressor Stations as indicated in the Annexure. The inspection also includes preparation of an As Built Drawing of the installations to a suitable scale to depict the NDT marking /scope of various inspections in coordinate survey map for easy identification and cross reference. To assess the condition of the underground pipelines of the installations and to make necessary inspections and testing, locating and digging operations has to be carried out as per instruction of the Company's representative under this scope of work. After assessment / inspection / testing, the excavated portions will have to be filled up and to bring back to original condition.	Job	5.000		

20	<p>Ultrasonic thickness measurement is to be taken by using approved ultrasonic flaw detector on points /locations to get a profile of wall thickness to meet the requirements of SMPV (U) rules and relevant codes/standards. The thickness (in mm) shall be checked at 12,3,6,9 o'clock position at one place and at 12:30, 3:30, 6:30, and 9:30 o'clock position at second place for both pipes and vessels. The thickness shall be checked / compared with the standard thickness bar by placing the thickness probe on standard thickness bar after applying thick lubricating oil/grease before taking each measurement on the pipe.</p>	Per Test	2,500.000
30	<p>100% Wet Fluorescent Magnetic Particle Test using magnetic field (of atleast 80 oersted)for the weld joints, pipes / plates etc. for any surface defects as per instruction of the Company Engineer. Prior cleaning of the area is to be done.</p>	Per Test	1,200.000
40	<p>Ultrasonic Flaw Detection for the Weld joints of gas lines (both over-ground and underground)/plates as per the instruction of Company's Representative using Pulse-Echo / Reflection technique with CRT display. The agency shall provide all flaw detection equipment, qualified personnel and accessories with recorder to meet the above mentioned ASTM and ASME codes.</p>	Meter	700.000
50	<p>100% "T" joints of</p>	Number	170.000

	circumferential with longitudinal welding covering a straight length of minimum 150-200 mm on either sides of the weld joints by angle probing scanning.		
60	Radiographic inspection of the welded joints (both over-ground & under ground) to be carried out as per relevant API code for 75/ 50 mm NB pipes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection.	Joint	80.000
70	Radiographic inspection of the welded joints (both over-ground & under ground) to be carried out as per relevant API code for 150/ 100 mm NB pipes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection.	Joint	200.000
80	Radiographic inspection of the welded joints (both over-ground & under ground) to be carried out as per relevant API code for 250/ 200 mm NB pipes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection	Joint	120.000
90	Radiographic inspection of the welded joints (both over-ground & under ground) to be carried out as per relevant API code for 300 mm and above NB pipes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor)	Joint	100.000

for radiography inspection

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 Department,
 Duliajan, DISTRICT: DIBRUGARH
 ASSAM, PIN: 786602

WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO4332P12/KB

SCOPE OF WORK:

- i) The identification of location of under ground pipeline with the help of pipeline locator shall be in the scope of the contractor including pipeline locator.
- ii) Generally testing of the pipelines shall be at equidistance with respect to the nos. of spots to be inspected and pipeline length of that section as far as possible. However the location may vary as per the requirement / site conditions, the E.I.C. decision in this case shall be final.
- iii) The EXACAVATION shall be 1.5 (depth) meters and/or till exposing the circumference of the pipe, including proper provision of workspace for thickness measurement around the pipe.
- iv) The digging in any type of soil terrain like soft, marshy, hard, rocky etc shall be carried out manually right from the top of ground level to below the pipe. The soft material hand tools like wood, plastic etc shall be used within the 300 mm proximity of underground pipe. the contractor must ensure use of non-sparking tools while working on the vessels/pipes for isolation and restoration of removed connection/ fittings etc. Proper documents certifying non-sparking quality of the tools are to be produced before starting the job whenever so desired. All tools, tackles, various equipment etc. required for the job are to be arranged by the contractor.
- v) No hot work (including all types of welding, cutting, grinding, drilling and heating) shall be permitted within the GCS. The party has to make its own arrangements for handling and transportation of all the material/tools/manpower to and fro the site before and after completion of the work at site, if any.
- vi) Work will be done normally during day light hours & irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours.
- vii) The surface of the pipes and vessels are to be thoroughly cleaned manually in order to remove any deposit loose scales on the surfaces-
 - a) Only the loose scale, oil, dirt etc. shall be removed by manual /mechanical means to meet the NDT requirements with no removal of parent material which may lead to thinning of wall thickness .
 - b) For NDT, 100%of all the weld joints at circumferential and longitudinal seams. Fillet welds of stiffening and nozzle weld are to be cleaned by buffing using electrically /pneumatically driven buffing. The quality of buffing should meet the requirement of Company's representative.
 - c) 150 mm on either side of the weld joints shall also be cleaned on parent metal in the similar manner as above for 100% for all weld joints.

The contractor shall also carryout visual inspection of the surface cleaned to detect any corrosion and pitting etc. (* the calibration of NDT equipment shall be in the scope of contractor as required by OIL from time to time and calibration certificate is required to be submitted to OIL before commencement of the work.)

viii) Ultrasonic thickness measurement is to be taken by using approved ultrasonic flow detector on points /locations to get a profile of wall thickness to meet the requirements of SMPV (U) rules and relevant codes/standards. The thickness (in mm) shall be checked at 12,3,6,9 'O' clock position at one place and at 12:30, 3:30, 6:30, and 9:30 'O'clock position at second place for both pipes and vessels. The thickness shall be checked / compared with the standard thickness bar by placing the thickness probe on standard thickness bar after applying thick lubricating oil/grease before taking each measurement on the pipe.

General requirements of ultrasonic flaw detection will confirm to the requirements of SMPV (U) Rules 1981 and relevant codes standards as per ASTM A-577. ASME Sec .V Art.4.5.23 ASME SEC. VIII Div. 2 Art.9-3. The agency shall be responsible for flow detection of minimum 25% of total welds seams and shall include:

a) 100% T joints of circumferential with longitudinal welding covering a straight length of 150-200 mm on either sides of the weld joints by angle probing scanning.

b) Weld joints of gas lines (both over-ground and underground) as per the instruction of Company's Representative using Pulse-Echo / Reflection technique with CRT display. The agency shall provide all flow detection equipment, qualified personnel and accessories with recorder to meet the above mentioned ASTM and ASME codes.

ix) COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the COMPANY'S REPRESENTATIVE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the COMANY'S REPRESENTATIVE whose measurement shall be binding and conclusive.

The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the COMPANY'S REPRESENTATIVE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the COMPANY'S REPRESENTATIVE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

x) The back filling as per standard practice and to the satisfaction of OIL, shall be in the scope of contractor. The back filling of the Excavation shall be done as per the standard practice of last digout earth is to be filled first basis and as per the need of the OIL. All floors, walls, platforms, road, supports, etc. broken/ damaged during the process of doing the jobs shall be repaired by the contractor at no extra cost. Otherwise cost of such jobs will be deducted from contractor's bill.

xi) The daily progress report apart from final reports shall be prepared & a copy is to be submitted to E.I.C. as required from time to time, Indicating the parameters like name & size of pipeline/vessel, length of pipeline, parameters of vessels & chainage number of excavation, depth of pipeline, and data sheet for recording thickness with date of thickness measurement, and date of back filling duly signed by the authorized representative of the contractor.

xii) The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site condition before submitting their bid. Non-Familiarity with the site condition will not be considered a reason for extra claims or for not carrying out work in strict conformity as per OIL requirements/standard practices. A PRE BID will be held if required which will be notified later.

xiii) It will be the responsibility of the contractor to maintain all instruments/equipments in good working condition dully calibrated and the certificate of the same shall be submitted before starting the work.

xiv) The final reports shall be prepared & hard copy in triplicate and soft copy (CD only), to be submitted to E.I.C.

as required within 30 days of completion of work. indicating the parameters like name & size of vessels/pipes, length of pipes, height/diameter of vessels name of Installation & date of thickness measurement etc, graphical representation of thickness gradient with reference to average & design pipe thickness, thickness (in mm) at location I (at 12,3,6,9 'O' clock position) and II (at 12:30, 3:30, 6:30, and 9:30 'O' clock position).

The Contractor should intimate the exact location of flaw/ defect or discontinuity of the equipment where the health check-up (NDT) has been carried out and accordingly remedial action should be suggested to OIL as per the relevant norms (as per API/ ASTM book) and the same should be incorporated in the Final Report.

xv) The Contractor must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his workers to enable them to work inside the installations.

SPECIAL TERMS:

1. SPECIFICATIONS FOR THE WORK: - The work shall be carried out on natural gas processing plant. Latest API / BIS codes shall be followed. Wherever, these codes are silent, the same shall be governed by sound engineering practice and the decision of Engineer-in-Charge in matter of interpretation shall be final and binding on the contractor. The tenderer must read carefully the tender document and related specifications before quoting/submitting the tenders. All the relevant codes / standards shall be arranged by the contractor at his cost.

2. DEFECT LIABILITY PERIOD: - The defect liability period shall be 12 months from the date of completion of work as certified by the EIC. The contractor at his own risk and cost shall rectify any defect arising during this period.

3. MOBILISATION: - If the contractor fails to mobilize the required resources within responsible time as decided by Engineer-In-Charge, OIL may get the work done through other agency at the risk and cost to the contractor and the security deposit of the contractor is liable to be forfeited.

4. SUPERVISION OF WORK: - The contractor shall depute a qualified and experienced ENGINEER at site for the supervision of work and to receive/carry out the day-to-day instructions related to work.

5. CHANGE IN QUANTITY OF ITEMS DURING EXECUTION:- If the quantity of any item(s) change to any extent due to any reason whatsoever, the contractor shall be bound to execute them at the rates quoted by him. The tender inviting authority also reserves the right to split the work in full or part without assigning any reason thereof. The decision of the GMP-Gas or his Representative shall be final and binding on the contractor in this regard.

6. OTHER AGENCY AT SITE: - The contractor shall have to execute the work in such place & conditions where other agencies may also be engaged for other works. No claim shall be entertained due to work being executed in the above circumstances.

7. SAMPLES FOR APPROVAL: - The contractor shall furnish samples of all materials to be used in the work to the Engineer-in-Charge for approval. Such samples shall be submitted well in advance before commencement of work to permit test & examination as per specifications / IS codes. It is the responsibility of the contractor to arrange for all tests/ examinations as required by Engineer-in-Charge from time to time at his own cost. Materials from reputed manufactures are to be used in the construction.

8. NUISANCE: - The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause un-necessary disturbance in the installation. The personnel deployed for carrying out the jobs shall be technically qualified & experienced and up to the satisfaction of Engineer-in-Charge. OIL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by Engineer-in-Charge, the same shall have to be arranged by the contractor with in 24 Hours or as per instruction of Engineer-in-Charge. In case of any dispute the decision of Engineer-in-Charge shall be final and binding.

9. CARE OF WORKS: - From the commencement to completion of work, the contractor shall take full responsibility for the care of all equipments and pipelines including all temporary works and in case any damage, loss or injury

shall happen to the equipment/work/person or to a part thereof due to negligence of the contractor, the same shall be rectified/compensated by the contractor without any extra claim.

10. LIQUIDATED DAMAGES: - Time is the essence of contract. You are required to make advance planning of the work in consultation with EIC. Any failure on this account shall provide, no reason to ask for any extension in completion period and in any way shall not be at the cost of OIL. Liquidated damages will be imposed @ 1% per week subject to 10% of the total contract value for any delay in completion of work.

11. COMPLIANCE WITH LABOUR LAWS: - The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws, rules and regulations and BY-LAWS of both Central & State Govt. and all other local authorities. The contractor shall keep the owner harmless and indemnified in respect thereof.

12. SAFETY PRACTICES: -

i) The agency shall abide by all safety and security rules and regulations existing in the Gas Compressor Stations of OIL. The contractor shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The agency shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.

ii) Stand by fire fighting equipment will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

iii) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/ operations to be done by the contractor and how it is to be managed. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

iv) The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

v) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

vi) The contractor has to keep a register of the persons employed by him/ her. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

vii) The contractor shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.

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

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

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

13. CONTRACT AGREEMENT: - The successful bidder shall be required to execute the contract agreement within 20 days of the letter of award on non-judicial stamp paper of appropriate value.

14. CLEARANCE OF SITE: - As a part of the contract, the contractor shall completely remove all the temporary/disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.

15. All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the contractor. In case the Contractor fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the Contractor's bills.

16. CONTRACTOR shall maintain first aid facilities for its employees and those of its SUBCONTRACTOR. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

17. The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, CONTRACTOR shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Employer's existing property.

18. SAFETY OF PIPELINE/VESSELS & PENALTY: - In case of failure on the part of the contractor, causing safety problem or production loss or mechanical damage to the vessels/pipe line, contractor shall be penalized at a flat rate 5% of amount of the corresponding bill subject to maximum penalty 25% of amount billed plus actual cost of restoration of pipe line in its healthy operating condition (along with material & works). Penalty shall also be applicable @ Rs. 10000/- per day, in the event any job is not executed due to non availability of contractor person(s) / NDT equipment at site for more than 24 hours without prior written approval of EIC.

19. PLANNING OF JOB: The contractor shall submit a plan for the execution of the various components of work for all the pipelines, under the contract. The contractor has to mobilize at least three or more number of work teams, if required for the completion of the work within the contract period and no extra claim shall be entertained in this regard. The list of each team member shall be submitted to EIC before starting the work.

20. TERMS OF PAYMENT: - The contractor has to submit the detailed bill based upon measurement sheet/book for the completed work supported by relevant documents & test reports etc (all in triplicate), to the Engineer-in-Charge. The Payment authority for this work shall be G.M. (F&A), Duliajan OIL and payment shall be released after certification & verification of bills by Engineer-in-Charge. All necessary deductions such as Income Tax, Commercial Tax, sales tax etc. shall be made as per existing rules/rates. Payments shall be made for complete work only i.e. complete inspection as mentioned in the scope of work and back filling after thickness measurement. No payment shall be applicable on pro-rata basis of incomplete work due to digging at wrong location however the implication due to such wrong digging shall be born by the contractor to his own risk and cost. The payment shall be made through Cheques.

GENERAL: -

i) If there is any discrepancy between General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail over GCC.

ii) It is to be clearly understood that the contractor shall be responsible to complete the entire work in all respect

and any other work necessary to achieve the object and completion though not specifically covered under the scope of work, shall be carried out by the contractor.

iii) The above gives the general scope of work. The contractor is supposed to visit the site for actual assessment of site conditions before quoting the tender. The contractor shall arrange all the materials labour, tools and tackles etc. required for successful execution of work. OIL shall provide no materials/tools/equipments.

iv) The contractor shall arrange for accommodation/transportation of himself and his supervisor/laborers at his risk and cost. OIL shall not provide any accommodation / transportation whatsoever to the contractor or his staff.

v) The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's / agency's name and shall be polite decent and courteous to all officers / employees / workmen of OIL and shall maintain high standard of discipline, decency and decorum.

vi) The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.

vii) OIL shall provide water and electricity required for work.

viii) Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

ix) For any matter, where controversy may occur, the decision of Head Production Gas or his representative will be final and binding.

x) The party shall provide PPE (personal protective equipments, like safety helmets, safety gloves, safety shoes, safety goggles etc.) for each person working for the execution of the work, at its own cost. No person will be allowed to work without PPEs.

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO4332P12/KB

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO4332P12/KB

Description of work/service :

Health monitoring of pipeline & pressure vessels in five(5) nos of Gas Compressor Stations by adopting Magnetic Particle Testing / Ultrasonic thickness test method/ Radiographic Testing after Visual Inspection.

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