

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

M/s.
India

TENDER NOTICE NO.: DCO5272P10/BB

Date: 05.10.2009

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 |
|---|-------------------------------------|--------------------|---|
| Health check up of crude oil storage tank no-9A at Central Tank Farm Duliajan by Non Destructive Test.(one month) | Tank 9A,Central Tank Farm, Duliajan | one month | 03.11.2009 1,000.00 (RUPEES ONE 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-CONTRACTS
OIL INDIA LIMITED
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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-CONTRACTS's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

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

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

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

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HEAD-CONTRACTS
For HEAD-CONTRACTS

OIL INDIA LIMITED
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WORKS CONTRACT

DCO5272P10/BB

DESCRIPTION OF WORK/SERVICE :-

Health check up of crude oil storage tank no-9A at Central Tank Farm Duliajan by Non Destructive Test.(one month)

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.

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)."

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

Date : _____

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

Designation _____

OIL INDIA LIMITED
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Contracts Department,
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WORKS CONTRACT

Tender No. DCO5272P10/BB

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 | Ultrasonic thickness measurement with supply and transportation of all materials including FREE ISSUE ITEMS, to worksite including tools & tackles, plant & machinery, consumables, temporary structures / staging, requisite labour and other manpower etc. as necessary to complete the job in all respects as per codes and standards and also as per directions of Engineer-in-charge. | Number | 800.000 | | |
| 20 | Ultrasonic Flaw Detection with supply and transportation of all materials, to worksite including tools and tackles, plant & machinery, consumables, temporary structures / staging, requisite labour and other manpower etc. as necessary to complete the job in all respects as per codes and standards and as per directions of Engineer-in-charge. | Meter | 110.000 | | |
| 30 | Radiography of the welded joints with minimum film length of 250mm. Re take shots shall be in the account of the Agency with no | Meter | 45.000 | | |

| | | | |
|----|--|--------|---------|
| | extra cost to the owner. All supply and transportation of materials to work site including tools and tackles, plant and machinery, consumables, temporarily structures/staging, requisite labour and manpower etc. as necessary to complete the job in all respects as per codes and standards, tender specification and drawings, approved fabrication drawings and as per directions of Engineer-in-charge. Necessary arrangement for keeping the source in safe condition as per norms shall be in the scope of the Agency. | | |
| 40 | Dye Penetrant Test with supply, of all materials, tools and tackles etc. | Meter | 450.000 |
| 50 | as per the instruction of the Engineer-in-charge Liquid penetration test in the shell to bottom joint with supply of all materials, tools and tackles etc. as per the instruction of the Engineer in Charge. | Meter | 120.000 |
| 60 | Paint thickness checking for the Annular plates and the Shell course in all heights with digital Elchometer and all other tools, tackles and manpower required for the job. | Number | 2.000 |
| 70 | Pit gauging of the bottom and shell plates at all heights wherever required as per the instruction of the Engineer In Charge | Number | 20.000 |
| 80 | Vacuum Box Test for the Annular and Bottom plates with supply of Vacuum Box and all other tools, tackles and required | Meter | 400.000 |

manpower as per the
instruction of the Engineer
In Charge

Total Amount(Rs):

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

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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO5272P10/BB

The following General Health, Safety & Environment (HSE) points will have to be followed by the contractor strictly.

i) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-sub contractors.

ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

iii) The Contractor shall prepare written Safe Operating Procedure (SOP) in accordance with statutory guidelines 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 & materials from the mining operation / operations to be done by the contractor and how it is to be managed.

iv) 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.

v) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

vi) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

vii) All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

viii) The contractor shall submit to DGMS monthly 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

ix)It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager /Departmental Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

x)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.

xi)Any compensation arising out due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

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

xiii)The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

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

xv)The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

xvi)To arrange daily tool box meeting and regular site safety meetings and maintain records.

xvii)Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor .

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

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

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

xxi)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.

xxii)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.

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

xxiv)The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

xxv)For any HSE matters not specified in the contract document ,the contractor will abide by the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.

Specific Safety measures for the job:

The tank being in the operating Tank Farm, it is obligatory for the contractor to take all necessary safety precautions as per HSE Policy while carrying out the repair work.

It is mandatory for the bidders to visit the site to get themselves acquainted with the ground realities and assess the actual quantum of works before submission of their bids.

The bidder will have to strictly follow the following norms / guidelines.

1. Necessary cold and hot work permits are to be obtained from the competent person (Installation Manager) through the site engineer before start of the job(s)
2. The contractor shall inform all associated persons engaged for the tank job by other contractor for all safety distances to be maintained while carrying out NDT health check up.
3. The contractor should take all safety precautions while using NDT methods for health check up of tanks as per relevant statutory norms including safety points mentioned in OISD STD 129.
4. After receipt of the work order the contractor shall have to submit authorised list of contract personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details.
5. Necessary sign board / warning signals like caution 'NDT' in progress, emergency telephone numbers, no entry without permission etc. should be used while working inside or outside the tanks. The said signals / sign boards shall have to be arranged by the contractor and conspicuously posted at site.
6. First aid box as per Third Schedule under Rule 44 (1) of Mines Rules, 1955 is to be arranged by the contractor for each gang working at site and same has to be carried by contractor's personnel to the site while carrying out the job.
7. The contractor shall clear all the rubbish and surplus materials from the site on completion of the work and shall have to leave the site clean and tidy.
8. In addition to the MVT as mentioned in clause vii) of special terms and conditions, the contractor's personnel shall undergo safety training to be given by DSO and to ensure that the same personnel are engaged for the job.
9. 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.
10. The contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. All appliances, equipment or machinery that are or may be used in Zone 1 & Zone 2 hazardous area will be of such type, standard and make as approved by DGMS.
11. The attendance register to be kept for daily progress as well as attendance of contractor's personnel and it is to be signed by the contractor or his authorised representative and OIL's site engineer.
12. The contractor has to provide suitable facility such as Drinking Water, Lighting (approved FLP light in hazardous area).
13. The contractor personnel have to take every possible care to keep the environment clean and free from pollution.
14. 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 approved by OIL to counter them, if anything goes wrong.

15.The contractor shall have to report all sorts of near misses, incidents and accidents to Installation Manager / departmental representative of Field Engineering dept.

16.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 OIL.

Condition of works :

1.Security and responsibility of all Company's materials issued to the contractor will have to be borne by the contractor.

2.At the time of NDT,presence of contractor's authorised representative(of the rank of supervisor) is must at the site and he should also supervise the use of all safety appliances and safety procedures of the company while executing the job.

3.No. responsibility of contractor's materials and equipment will be borne by the Company.

4.All safety regulations will have to be followed by the contractor while executing the job and to supply safety appliances to the workpersons engaged for the job.

5.Experienced supervisor is to be engaged by the contractor to supervise the entire job and liaise with the Department as representative every day.

6.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.

7.Any materials found defective due to bad workmanship will have to be replaced by the contractor at his own cost.

8.The contractor must work on Sundays and Holidays whenever required.

9.Party should pay due consideration of Govt. labour wages rate while quoting rates.

10.The contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.

11.Measurement of the work done against each work order shall be carried out on each day of its completion and the contractor should be present at the time of measurement and the same should be vetted by company's representatives.

12.The job of NDT will have to be executed as per strict compliance of regulations enforced by Chief Controller of Explosives, DGMS and other statutory bodies.

13.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 who will carry out the job.

14.During transportation of any material by road or at site area, the contractor shall take utmost care to prevent any kind of damage to the company's property. Damage if found to occur by contractor's personnel, contractor will have to pay the amount fixed by the company for such type of damage.

15.Tool Box Meeting to be regularly held.

16.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 .Contractor shall start execution of the job only on receipt of Work Permit(wherever necessary)from Installation In Charge through

departmental representative everyday before commencement of the job.

17. For any clarification with regard to the above, the contractor may contact Head-Field Engineering / concerned Engineer / DSO of Field Engineering Department.

18. The contractor should deploy a competent person throughout the job under whose constant supervision only the job will be carried out.

19. During execution of the job by the contractor i.e. when the tank is under the custody of the contractor, if any damage occurs to the tank and other company's property, the contractor has to repair it forthwith free of cost. Any compensation for damage to public/ private property has to be paid by the contractor.

20.0 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 requirements 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 the bidders must clearly mention in the documentary evidence for requisite experience in the amount of job done in connection with Non Destructive Test (NDT) of crude oil storage tank in Hazardous area marked as Zone-1 (where flammable atmosphere due to presence of gases and vapors are likely to be present which will only be considered for evaluation of the bids).

(i) The bidder must have work-completion certificate from the customer like State Govt., Central Govt. or PSU for successfully completing similar nature of job mentioned in Para (AA) above in State Govt., Central Govt. or PSU in last seven years. The total contract value in last seven years reckoning from the last date of bid submission with PSUs / Central / State Govt. Organizations should be:

Three similar completed works costing not less than the amount equal to Rs.80, 000/- each.

OR

Two similar completed works costing not less than the amount equal to Rs.1, 00,000 each.

OR

One similar completed works costing not less than the amount equal to Rs.1, 60,000 only.

(ii) The average annual financial turn over during the last 3 (three) years, ending 31st March 2009, should be at least Rs.60, 000 only.

(iii) Bidders must submit all necessary documents related to experience and turnover, otherwise the bid will be rejected. (Dually attested)

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

(v) 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 essential instruments necessary to carry out the required NDT (Non Destructive Test) of crude oil storage tanks and the last test/callibrated report of the equipments from Govt. Authorised Agency.

(ii) The bidder shall have to declare of possessing or hiring skilled, competent and experienced person to supervise / carry out the above mentioned job smoothly taking all necessary safety precautions as per the HSE policy of OIL while carrying out the NDT of the tank. Competency/Experience certificate of the skilled supervisor to be submitted

alongwith the bid without which the same shall be treated non-responsive.

(iii)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" means the Non Destructive Test of crude oil storage tank in Hazardous area marked as Zone-1 where flammable atmosphere due to presence of gases and vapors are likely to be present in crude oil storage area. The contractor should have carried out above jobs in State Govt., Central Govt. or PSU in last seven years from the bid closing date.

C.(I) For proof of annual turnover, any one of the following documents(attested currently)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.

C.(II) For proof of requisite Experience, any one of the following document(attested currently)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/Works Contract 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, Rate and Price) 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)
 13. VAT REGD. NO. (Attested copy required)
 14. BANK ACCOUNT NO
 15. BANK ACCOUNT TYPE
 16. BANK NAME
 17. BANK ADDRESS
 18. 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 Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO5272P10/BB

NIL

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO5272P10/BB

Description of work/service :

Health check up of crude oil storage tank no-9A at Central Tank Farm Duliajan by Non Destructive Test.(one month)

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