

E-TENDER No: CDI 9748 P14

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN

IFB NOTICE NO: CDI 9748 P14/KB

Date: 03.05.2013

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under SINGLE STAGE 2- BID System through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

IFB NO: CDI 9748 P14

Type of IFB: Single Stage- 2(two) Bid System

Location: Production (Oil) at Duliajan.

Contract Period: 6 (Six) Years.

BID CLOSING/ OPENING DATE & TIME:

11.06.2013 (11:00 HRS/14:00 HRS)

Priced Bid Opening Date: & Time	Will be intimated to the eligible bidder(s) nearer the time
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement portal
Bid Opening Place:	Office of the Head-Contracts , Oil India Limited, Duliajan 786602, Assam
Tender Fee Bid Sale date :	Rs. 5000.00/- 07/05/2013 To 04/06/2013 (upto 15:30 Hrs IST)
Bid Validity :	180 days from date of opening of bid
Bid Security Amount:	Rs.12,90,000.00/-(Rupees Twelve Lakhs NinetyThousand only)
Amount Of Performance Guarantee	<u>2.5%</u> of First year Contract Value
Mobilisation Period	45 days from the date of issuance of LOA

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a) Bid Security deposited vide D.Draft/B.Cheque/ Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12.45 Hrs (IST) on the Bid Closing date, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ 2.5% of the First year contract price and this will not earn any interest.

2.0 **SEALED ENVELOPES** containing the Bid Security shall clearly be marked with the above Tender Number and description of work and addressed to

**HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.**

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/ Bank Guarantee in favour of M/s Oil India Limited and payable at DULIAJAN. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

2.1 **Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at the Office of Head-Contracts in presence of authorized representative of the bidders.**

3.0 **The rates shall be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering Text" only.**

The bid and all uploaded documents must be Digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

4.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

5.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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(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.

6.0 The Bid must be valid for **180 (One hundred & Eighty) days** from the date of opening of the bid.

7.0 Conditional bids are liable to be rejected at the discretion of the Company.

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

9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid 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 and scanned copies of the same should be uploaded along with the Un-priced bid documents.

10.0 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

10.1 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, 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.

10.2 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

10.3 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

10.4 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

10.5 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

10.6 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form 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.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

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12.0 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 liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

14.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance 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 Performance Security Money shall not earn any interest.

15.0 **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.

16.0 **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 then be forfeited and the firm shall be debarred for 2(two) years from the date of default.

17.0 **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 debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact

Proforma and Annexures

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>).

Bidders must have a valid User Id to access OIL e-Procurement site for participation. Bidders can click on **Guest** login button to view the available open tenders in the E-portal.

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On receipt of the request with preliminary bidder's details (valid e-mail address, address with PIN code, Telephone No. / Mobile No., OIL Vendor code-if available) and **requisite Bid Document Cost/ Tender Fee (Non-refundable)**; USER_ID and initial PASSWORD will be communicated to the bidder through e-mail(e-mail ID as mentioned in the request letter) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided. **Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.** The prescribed Bid Forms for submission of bids are available in the **Technical RFx -> External Area -> Tender Documents**. The general details of tender can be viewed by opening the RFx [Tender] under **RFx and Auctions**. The details of items tendered can be found in the Item Data and Attachments and details uploaded under Technical RFx.

In case any bidder is exempted from paying the Bid Document Cost, they should request OIL with supporting documents for issue of the User ID & Password. The detailed guidelines are available in OIL's e-procurement site.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which is to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliagian-786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under **SINGLE STAGE -2- BID SYSTEM**. The bidder has to submit both the "**TECHNICAL**" and "**COMMERCIAL**" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal.

19.1 Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the **Technical RFx Response-> User -> Technical Bid** only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.

19.2 The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" attached just below the "Tendering text" in the attachment option under "Notes & Attachments" of OIL's e-Tender portal. The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.

Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

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Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Versi

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created B
Last Processed C
Last Processed B

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab “**Technical RFX Response**” for Uploading “Techno-Commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning ▲ | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC

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and click on "Sign" to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

20.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

21.0 **The Integrity Pact is applicable against this tender:** .OIL shall be entering into an Integrity Pact with the bidders as per format given in the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

The name of the OIL's Independent External Monitors at present are as under:

- i) SHRI N. GOPLASWAMI, I.A.S. (Retd.),
Former Chief Election Commissioner of India
E-mail Id: gopaldaswamin@gmail.com
- ii) SHRI RAMESH CHANDRA AGARWAL, IPS (Retd.)
Former Director General of Police
E-mail Id: rcagarwal@rediffmail.com

NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Bidders should submit their bids explicitly mentioning compliance / non compliance to all the NIT terms and conditions.

22.0 Please do refer the User Manual provided on the portal on the procedure "How to create Response" for submitting offer

HEAD-CONTRACTS

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INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as 'Company', will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BIDDING DOCUMENTS

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Price Bid Format
- i) Integrity Pact
- j) Proforma & Annexure.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab

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“Amendments to Tender Documents”. The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL’s E-Tender portal [“Technical RFX” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal as **Single Stage 2- Bid System**

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the e-portal.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

7.3 **Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and as such no price details should be uploaded in Technical RFX Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. Kindly refer to the screen shots below.**

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Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452 RFX Number TEST2 Status Submitted
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version

RFX Information | Items | **Notes and Attachments** | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

Go to this Tab “**Technical RFX Response**” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature of response | Sign response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 5

RFX Information | Items | **Notes and Attachments** | Conditions | Summary | Tracking

Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions.

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7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (e-mail or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed (digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.2.1 Timely submission of the bids is the responsibility of the Bidder. Bid should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

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12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to **11.00 AM (IST) (Server Time)** on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. Bidder may however request the administrator through the system for returning their bids 03(three) days before the bid closing date and time for re-submission except in condition mentioned in clause 15.1. But no such request would be entertained once the due date for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of bid may modify or withdraw its bid by written notice before 03(Three) working days prior to bid closing date.

14.2 A withdrawal notice must also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

14.3 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE:

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks at the sole discretion of the company. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted.

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-III) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative

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will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening, only "Technical RFx" will be opened. Bidders therefore should ensure that Techno-Commercial bid is uploaded in the "Technical RFx" Tab only and no price should be mentioned anywhere under the Technical RFx.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 above shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 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 discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

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18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

19.1 OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

20.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

22.4 **Mobilisation Period: 45 days from the date of issuance of Letter of Award (LOA).**

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23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 BID DOCUMENT:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

25.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

TAX INVOICE

Name of the Service Provider.....
Address of the Service Provider.....
Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver
Oil India Limited, Duliajan, Assam

Invoice Serial No.....
Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 12.36 % on (A) above(In case of taxable value of service is not 100%, then specify the value of taxable service and apply 12.36 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 12.36% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

*****END OF ITB *****

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Bid Rejection Criteria & Bid Evaluation Criteria

Salient Features Of Eligibility Criteria: For IFB No. CDI 9748 P14/KB

1.0 Description of the service: *Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.*

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

I. BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A) EXPERIENCE:

(a) Technical:

1.1 The bidder shall have the experience of successfully providing Operation and Maintenance (O&M) services for a period of minimum 3(three) years during the last 07(seven) years prior to the bid closing date in any of the following installations in upstream oil/gas sector:

i) Oil Tank terminals/installations of minimum storage capacity of 25,000 Cubic meters

Or

ii) Crude Oil Process installations (i.e. OCS/GGS) of minimum handling capacity 300 Cubic meters of crude oil per day.

Or

iii) Gas Processing Complex of minimum handling capacity of 0.3MMSCUMD of natural gas.

1.2 Documents to be submitted for 1.1:

Documents establishing the above experience must be submitted along with the technical bid. These documents shall be in the form of:

(i) Copies of relevant pages of contract document showing Contract Number, period of contract and Detailed Scope of work etc.

(ii) Copies of experience Certificate(s) or payment certificates or any other documents which substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).

Note: The handling/storage capacity of the installations shall be clearly mentioned in the documents (i.e. either (i) or (ii) above) submitted by the bidder

(b) Financial

2.0 The bidder shall have an average annual financial turnover of minimum Rs. 8.70 Crores during the last 3 (three) years ending 31.03.2012. Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last 3 (three) years ending 31.03.2012 shall be submitted along with the Technical Bid.

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3.0 MOBILISATION TIME: The bidders must confirm their compliance in their "Technical" bid to complete the mobilization within 45 (Forty -Five) days from the date of issue of the Letter of award (LOA).

4.0 The bidder shall submit a certificate, along with the Technical bid, from each of the following OEMs that they shall provide backup support for entire period of contract, including Annual Maintenance Contract(AMC):

- i) Allen Bradley (for Instruments/PLC)
- ii) Enraf/Honeywell (for Radar Tank Gauges)
- iii) Hirel (for UPS)

5.0 DOCUMENTS:

5.1 Bidders must furnish documentary evidences, in support of fulfilling all the above requirement as under along with the Technical (unpriced) Bid:

- (a) Copies of relevant pages of Contracts & Certificates issued by the clients as mentioned in clause 1.2
- (b) Audited balance sheets and profit and loss accounts etc. for last 3(three) years as mentioned in Clause 2.0.
- (c) Certificates from the OEMs as per Clause 4.0.
- (d) Bidder must provide an undertaking along with Technical Bid indicating that they have gone through the scope of work and visited the work site for assessment of the job involved.

B)COMMERCIAL - BID SUBMISSION

1.0 The Bid is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to upload both the "TECHNICAL" and "PRICE" bids separately through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in "C-folder" and Price Bid as per the Price Bid format (uploaded as attachment). Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

NB: All the Bids must be Digitally Signed using valid "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 During the Online uploading of the bid, a scanned copy of the Bid Security shall be uploaded as a part of the Technical Bid. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. The Original Bid Security should however be forwarded to office of the "Head-Contracts, Oil India Limited, Duliajan-786602, Assam" which must reach the said office on or before 12.45 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.

5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed as Annexure-VI in Part-4 of the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

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6.0 No bid can be submitted after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

7.0 Any Bid received in the form of physical document, Fax/e-mail/Telephonic discussion will not be accepted.

8.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

9.0 The bid documents are non-transferable. Bid can only be uploaded in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.

11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

12.0 Any Bid containing false statement will be rejected.

13.0 Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.

13.1 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

14.0 Conditional bids are liable to be rejected at the discretion of the Company.

15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- (i) Performance Guarantee Clause.
- (ii) Force Majeure Clause.
- (iii) Tax Liabilities Clause.
- (iv) Arbitration Clause.
- (v) Acceptance of Jurisdiction and Applicable Law Clause.
- (vi) Liquidated damage and penalty clause.
- (vii) Safety & Labour Law Clause.
- (viii) Termination Clause.
- (ix) Integrity Pact Clause.

C) GENERAL:

1.0 In case bidder takes exception to any clause of the bid 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 withdraws/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidder.

2.0 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 clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

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II. BID EVALUATION CRITERIA (BEC)

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document 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.

2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

3.0 The contract will be signed with successful bidder for 6(six) years of operation with provision for extension. Depending on the performance of the Contractor, the Company reserves the right to extend the contract for one year under the same terms and conditions and mutually agreed rates. However, Bids will be evaluated on total cost for 6(six) years of operation only as per BEC.

4.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section IV and the summarized price schedule format vide enclosed **Proforma B**.

5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Priced Bids shall be evaluated taking into account the rates quoted in the Price Bid Format (Proforma-B) by taking into account the summation of the following:

TOTAL CONTRACT COST, T = (A+B+C+D+E+F+G+H+I+J+K+L+M+N+P). However T will be calculated on the basis of NPV (Net Present Value) at a discounted rate of 8% per annum.

WHERE,

A = O&M Service-Charge for the 1st Year

B = O&M Service-Charge for the 2nd Year

C = O&M Service-Charge for the 3rd Year

D = O&M Service-Charge for the 4th Year

E = O&M Service-Charge for the 5th Year

F = O&M Service-Charge for the 6th Year

G = Additional Charge of 1st year for O&M of equipments under M.B. Lal Committee recommendations.

H = Additional Charge of 2nd year for O&M of equipments under M.B. Lal Committee recommendations.

I = Additional Charge of 3rd year for O&M of equipments under M.B. Lal Committee recommendations.

J = Additional Charge of 4th year for O&M of equipments under M.B. Lal Committee recommendations.

K = Additional Charge of 5th year for O&M of equipments under M.B. Lal Committee recommendations.

L = Additional charge for O&M of ITF-Augmentation Part for 1st year.

M = Additional charge for O&M of ITF-Augmentation Part for 2nd year.

N = Additional charge for O&M of ITF-Augmentation Part for 3rd year.

P = Additional charge for O&M of ITF-Augmentation Part for 4th year.

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

DESCRIPTION OF WORK/SERVICES:-

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at _____ .

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

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

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

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

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

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

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c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **312 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ` _____ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)** (` _____ only.) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

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

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

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

15. All Statutory taxes levied by the Central 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.

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

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

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

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19.1 **GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. **Special Conditions**

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

b) 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. **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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 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**

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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 .

28.0 **Subsequently Enacted Laws:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

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

SIGNED & DELIVERED FOR AND

-

ON BEHALF OF
Attorney)
by the hand of

(Signature of Contractor or his legal

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

E-TENDER No: CDI 9748 P14

Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)

(Please don't quote here)

DESCRIPTION OF WORK/SERVICES:-

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

PROFORMA-B : SCHEDULE OF RATES, QUANTITIES

PROFORMA-B

PRICE BID FORMAT/PRICE SCHEDULE

Sl. No.	Particular/activity	Unit	Qty	Unit Rate (Rs. Lakh)	Total Amount (Rs. Lakh)
10	O&M Service-Charge 1 st Year	Month	12	a	A= a x 12
20	O&M Service-Charge 2 nd Year	Month	12	b=a x w	B=b x 12
30	O&M Service-Charge 3 rd Year	Month	12	c= b x w	C=c x 12
40	O&M Service-Charge 4 th Year	Month	12	d= c x w	D= d x 12
50	O&M Service-Charge 5 th Year	Month	12	e = d x w	E = e x 12
60	O&M Service-Charge 6 th Year	Month	12	f=e x w	F =f x 12
70	Additional Charge of 1 st year for O&M of equipments under M.B. Lal Committee recommendations.	Month	12	g	G= g x 12
80	Additional Charge of 2 nd year for O&M of equipments under M.B. Lal Committee recommendations.	Month	12	h=g x y	H= h x 12
90	Additional Charge of 3 rd year for O&M of equipments under M.B. Lal Committee recommendations.	Month	12	i= h x y	I =i x 12
100	Additional Charge of 4 th year for O&M of equipments under M.B. Lal Committee recommendations.	Month	12	j= i x y	J= j x 12
110	Additional Charge of 5 th year for O&M of equipments under M.B. Lal Committee recommendations.	Month	12	k = j x y	K = k x 12
120	Additional charge for O&M of ITF-Augmentation Part for 1 st year.	Month	12	l	L= l x 12
130	Additional charge for O&M of ITF-Augmentation Part for 2 nd year.	Month	12	m=l x z	M =m x 12
140	Additional charge for O&M of ITF-Augmentation Part for 3 rd year.	Month	12	n= m x z	N =n x 12
150	Additional charge for O&M of ITF-Augmentation Part for 4 th year.	Month	12	p= n x z	P= p x 12
Total Estimated Contract Cost in Rs. Lakh,					T=
					A+B+C+D+E+F+G+H+I+J+K+L+M+N+P

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NOTE:

A. The bidders to quote the followings:

- i. w = Rate of escalation per annum(%) for O&M Service-Charge =.....%
- ii. y = Rate of escalation per annum(%) for additional Charge for O&M of equipments under M.B. Lal Committee recommendations =%
- iii. z = Rate of escalation per annum(%) for Additional charge for O&M of ITF-Augmentation Part =%

B. Bidder has to quote for a , g ,l only .Rest will be calculated by OIL on the basis of w, y, z as quoted by the bidder.

C. Value of w,y,z will remain constant for the whole period of contract.

+++++

Signature of the Bidder

Note:

- 1. Bidders must include all liabilities including statutory liabilities and taxes in their quoted rates.

PART-3
SECTION - III

DESCRIPTION OF WORK/SERVICES:-

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

SPECIAL CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPRETATION

- 1.01 THE COMPANY / OWNER / OIL” means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.
“THE CONTRACTOR / OPERATOR” means the successful bidder of this contract. “Act” means the all applicable laws;
- 1.02 “OMR” means Oil Mines Regulation 1984;
- 1.03 Schedule” means a schedule appended to these regulations;
- 1.04 Regional Inspector” means the inspector of mines in charge of the region or local area or areas in which the mine is situated or the group or class or mines to which the mine belongs, over which he exercises his power under the Act;
- 1.05 “Petroleum” means naturally occurring hydrocarbons in a free state whether in the form of natural gas or in a liquid, viscous or solid form but does not include helium occurring in association with petroleum;
- 1.06 “Gas” means the vapor state of the hydrocarbons occurring in, or derived from petroleum.
- 1.07 A. “Gas free” means an environment in which
The percentage of flammable gas does not exceed 20 percent of lower explosive limit of such gas.
B. “Machinery means –
- I. any stationary or portable engine, pump, air or gas compressor, boiler or steam apparatus, or
 - II. any such apparatus, vessels, appliance or combination of appliances intended for developing, processing, storing, transmitting, converting or utilizing energy, or
 - III. any such apparatus, appliances or combination of appliances if any power developed, stored, transmitted, converted or utilized thereby is, under or intended for use in connection with mining operations.
- 1.08 “Toxic dust/gas” means any dust or gas which can cause a reversible or irreversible disturbance of the normal physiological processes of one or more bodily systems;
- 1.09 “Hazardous atmosphere” means an atmosphere containing any flammable gas in a concentration capable of ignition.
- 1.10 “Hazardous area” means an area where hazardous atmosphere exists or is likely to occur.
- 1.11 “zone one” hazardous area” means an area in which a hazardous atmosphere is likely to occur under normal operating conditions;

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- 1.12 “zone two” hazardous area” means an area in which hazardous atmosphere is likely to occur only under abnormal conditions;
- 1.13 “Installation” means any fixed installation or part of a fixed installation which is maintained within the mine or is to be established there in connection with exploitation of petroleum or with a view to such exploitation.
- 1.14 The “Mines Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the Mine.
- 1.15 “Installation Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the installation.
- 1.16 “Competent person” means a person who is capable of identifying existing and predictable hazards in the surroundings of working conditions which are unsanitary or dangerous to work-persons and who has authorization to take prompt corrective measures to eliminate them.
- 1.17 “Official” means a person appointed in writing by the owner, agent or manager to perform duties of supervision in a mine or part thereof and includes installation manager, mines safety officer, fire officer, engineer (installation) and surveyor.
- 1.18 The “WORK” means and include all items to be supplied, things to be done and services to be provided and activities to be performed by the OPERATOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the Operation and maintenance of the plant at DESIRED PERFORMANCE LEVEL with due authorization from the Mines Manager or Installation Manager.
- 1.19 “CONTRACT” means the contract agreement signed for **Operation and Maintenance of Intermediate tank Farm (ITF), Tengakhat**
- 1.20 “DAY” means a day of 24 hours starting from morning 6 AM of the particular day to next morning 6 AM, irrespective of the number of hours worked in that day.
- 1.21 “WORKING DAY” means any DAY, which is not declared to be holiday or rest day by the OWNER.
- 1.22 “WEEK” means a period of any consecutive seven days.
- 1.23 “Quarter” means a period of three months ending on the 31st March, 30th June, 30th September or 31st December.
- 1.24 “DESIRED OPERATIONAL PERFORMANCE LEVEL” of the PLANT means trouble-free operation of the PLANT with stipulated BS&W content of 0.15% or less in the treated produced crude & oil content of less than 10 ppm with NIL sludge content in the clarified effluent water.
“DESIRED MAINTENANCE PERFORMANCE LEVEL” of the PLANT means trouble-free operation of the PLANT with stipulations explained under article PENALTY.
“Major Accident” means an occurrence including but not limited to, a major emission of fire or explosion from uncontrolled developments in the course of drilling and for production, storage, handling or transportation, processing of petroleum or machinery or owing to natural events leading

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to serious effects (both immediate and delayed as well as inside or outside the installation) causing or likely to cause substantial loss of life and property.

1.25 CUSTODY TRANSFER means handing over of wet crude by OIL to OPERATOR with stipulated BS&W content of 15% or less for treatment and handing over of DRY CRUDE by OPERATOR to OIL with stipulated BS&W content of 0.15% or less.

1.26 "District Magistrate" in relation to any mine means the District Magistrate or the Deputy Commissioner as the case may be, who is vested with the executive powers of maintaining law and order in the revenue district in which the mine is situated.

In the case of a mine which is situated partly in one district and partly in another, the District Magistrate for the purposes of these regulations shall be the District Magistrate authorized in this behalf by the Central Government.

1.27 EMERGENCY means any happening which have immediate harmful affect involving threat to the installation, its surroundings and other installations and Govt/ public properties and/or its people resulting in disaster caused by major accident and/ or uncontrolled release of hydrocarbon from underground reservoir, natural calamities like flood, storm, earthquake etc.

1.28 Normal duty hours means from 7:00 AM to 3:00 PM on all working days.

1.29 "Standard and Sound Industry Practice" means Clean and safe environment in the entire plant some parameters of which but not limited to are Plant's drains, OWS pits, office-buildings, sheds, facilities, engines, machines, equipment, water reservoirs etc, each devoid of Oil spillage, dirt, filth, sludge, rubble, garbage, residue, high growth grass etc.

1.30 "Periodic and Regular upkeepment and painting" means Periodicity and frequency for painting of various facilities including but not limited to Crude Oil Storage Tanks, Machineries, Sheds& Buildings etc should be once in three years. Regular Upkeepment needs to be as per "Standard & Sound Industry Practice" as in Clause 29.0 above.

1.31 Effective date and Duration:
This Agreement shall be effective from the Effective Date (being the date on which this Agreement is signed) and unless terminated earlier pursuant to the provisions of this Agreement or the contract, shall continue in effect for the term of contract.

2.0 MOBILIZATION

2.1 Mobilization shall be deemed to be complete when the contractor is ready in all respects to commence the work. The contractor shall intimate the Company in writing of their readiness to commence work.

2.2 The Contractor will advise readiness for commencement of mobilization / shipment to company, at least 3 days before actual mobilization / shipment commences.

3.0 CONTRACTOR'S PERSONNEL

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- 3.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.
- 3.2 Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 3.3 Replacement of Contractor's Personnel: Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.
- 3.4 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.
- 4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT FIELD INSTALLATIONS:**
- 4.1 Contractor shall provide food & services for its own & personnel.
- 4.2 Transportation of Contractor's personnel from base camp to work place and back will be arranged by Contractor at his cost.
- 4.3 Medical Facilities: The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

5.0 CONTRACTOR'S ITEMS

- 5.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.
- 5.2 Contractor will provide all POL for operation of Contractor's equipment both at work-site and campsite at Contractor's cost.

6.0 CONDUCTING FIELD & OFFICE WORKS

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.
- 6.2 All the equipments and materials required for execution of the works under this bid shall be in good working condition. The company reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment.
- 6.3 Contractor shall be solely responsible for the operation and maintenance of their equipments.

6.4 HEALTH, SAFETY & ENVIRONMENT (HS&E) MANAGEMENT:

The objective of safety management is to evaluate, monitor and communicate about the health, environment and safety of the contractor workforce for an incident free work environment during operation of the contract. Oil India Limited has already devised a standard Performa (**Annexure –HSE I**), which contractor has to undertake regarding compliance of all safety measures while carrying out contractual job ***Bidder's HSE Policy shall cover all the points listed in Annexure-HSE I and shall have to give undertaking to comply the same.***

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- A) OIL has also an HSE policy in place covering different applicable industry standards and regulations. Moreover the policy is guided by the statutory and Government directives.
- i) **HSE Drills, meeting etc**: The Party shall observe such HSE regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Party shall take all measures reasonably necessary to provide safe & pollution free working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. Party shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
 - ii) **Record Keeping ,Documentation in connection with HSE** : Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual / contingency plans for pollution control should be kept at site. Compliance of these shall be the sole responsibility of the Party.
 - iii) **First Aid Kit**: An adequate and approved first aid kit shall be provided at work site with all medicines as per Rule 44(1) of Mines Rules 1955.
 - iv) **CAMP AND OTHER ESTABLISHMENT**: Suitable camp facilities for Party's personnel including catering services shall be Party's responsibility.
 - v) **STAND BY VEHICLE**: A standby vehicle should be made available by the bidder at work site for emergency mobilization of personnel to hospital in case of injury/accident.

Note: The bidder shall submit an undertaking as per the Annexure –HSE I.

- 6.4 **Adverse Weather**: Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the equipment and personnel to the fullest possible extent.

7.0 **CONTRACTOR'S SPECIAL OBLIGATIONS**

- 7.1 It is expressly understood that Contractor is an independent party/Contractor and that neither it nor its employees are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative as being in charge of company's designated personnel. The company's representative may, amongst other duties, observe, test, check and control implementation of equipment and inspect works performed by contractor or examine records kept by Contractor.
- 7.2 **Compliance with Company's Instructions**: Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to work programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.
- 7.3 **Confidentiality of Information**: All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

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7.4

Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.

7.5

Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.

7.6

In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/penalty etc imposed by Indian government. The company reserves the right to withhold the payment till all such equipments are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

7.7

Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to contractor's personnel working in the area and provide medical facilities to contractor's injured persons if any due to accident / take corrective measures in case of pollution as per the company's instructions.

8.0 Loss or Damage of Contractor's equipment

Except as otherwise specifically provided in the contract, any damage to or loss, of tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss the equipment or property of Contractor furnished or intended for use in the operations herein undertaken.

9.0

Loss or Damage of OIL'S EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL adequately.

10.0

Pollution and contamination: Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

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Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface.

11.0 LIQUIDATED DAMAGES & PENALTY

- 11.1 Mobilization shall be completed within 45 (Fort-five) days from the Date of issue of LOA about award of the Contract.
- 11.2 For default in timely mobilization, the Contractor shall pay to the Company liquidated damages at the rate of ½ % of the 1st year Contract value (including Mobilization cost) per week or part thereof of delay subject to maximum of 7.5% of the 1st year Contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of actual completion of the mobilization as defined in 2.0 above.
- 11.3 If the Contractor fails to mobilize within 150 days from the issue of LOA, the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 11.4 In case of inordinate delays attributable to the Contractor in any stage of contract period the Company also reserves the right to discontinue the contract in which case no charge shall be payable to Contractor. Company's decision in such matters shall be final and binding on the Contractor.
- 12.0 DISCIPLINE: The Contractor shall maintain strict discipline and good order among their employees and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

13.0 Powers and Duties of OIL

In no other circumstances, OIL's obligations cover any other matter(s) not stated below:

- i) OIL shall appoint, as per provisions of the Oil Mines Regulations 1984 (OMR), a Mines Manager, an Installation Manager or his representative, Competent Person(s) for safe operation and maintenance of the plant as per sound industry practice.
- ii) The Installation Manager, Mines Manager or his representative will be solely responsible for all decisions regarding safe operation and up to date maintenance of the installation. Installation Manger, Mines Manager or his representative will also be responsible for maintenance of water disposal wells connected to the installation.
- iii) Subject to the provisions of the contract, OIL promptly pay and discharge the costs arising out of operation & maintenance of the plant, reimbursement of other jobs as per this contract as per provisions of the payment terms of the contract.
- iv) OIL shall deduct such amount of money from monthly O&M bills of the contractor in case the contractor fails to carry out any job as mentioned in the tender document. A written notice stating the partial fulfillment of O&M jobs and corresponding shortfalls as per terms of contract will be given to the contractor.
- v) The Contractor will be following all the operational instructions as decided by the Installation Manager, Mines Manger or his representative for safe operation and maintenance of the plant, as per the scope of work covered under clause no 2.1 of Part 3 Section II. For any decision regarding safe operation and maintenance of the plant, the decision of Installation Manger, Mines Manager or his representative will be final & binding which must be strictly complied with by the contractor unless such decisions are contrary to the provisions of the contract.

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- vi) OIL will have to finally give consent to appointment of any work personnel in the capacity of officers or work-staff for working at ITF under the contract. Contractor must hand over all documents about their potential employees to be deployed at ITF regarding personal details, educational background, other credentials etc before actual appointment. OIL does not have any part or say on the selection procedures of employees of the contractor. However, on receipt of all documents as above OIL has the right to reject / disallow any such employees to work at ITF. This clause is applicable in conjunction with Man power **clause no 5.1 (ii)** of Part 3 Section II.
 - vii) The Installation Manger, Mines Manager or his representative shall have the authority to promptly take action regarding removal of any person working inside the plant from his workplace for negligence of duty, violation of safety norms as per Mines Act or OMR, HSE policy of OIL and willful insubordination of any legitimate order of the Installation Manger, Mines Manager or his representative regarding operation and maintenance of the plant. Such decisions will be in consultation with representative(s) of the contractor and are applicable in conjunction with Man power **clause no 5.1 (iii)** of Part 3 Section II.
 - viii) The Installation Manager, as per provisions of the OMR, will visit the installation once in every working day and the authorised representative of the contractor will be physically present during the regular visit of the Installation Manager to the Installation. In case of any operational emergency when the authorised representative of the contractor leaves the installation during the visit of the Installation Manager, the prior intimation for the same should be made in advance to the Installation Manger and the name of the authorised in-charge representative(s) shall be made known to the Installation Manager in writing.
 - ix) OIL shall make available Electricity free of cost for O&M of the plant from OIL's captive power plant at a single point inside the plant boundary.
 - x) Natural gas required for operation of the plant will be supplied free of cost.
 - xi) OIL shall provide required demulsifier and deoiler for operation of the plant. OIL shall provide Monoethylene Glycol for use in bath heater. OIL shall also provide AFFF foam compound used for mock disaster drill proposed by OIL.
- 14 Contractor should ensure that there is no pollution either of water, air or sound during the operation. Contractor should be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor should inform of such leakages immediately to the Company's Representative.
- 15 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 16 **LABOUR LICENSE:** The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

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- 17 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:

- i. Total manpower list
- ii. All certificates as per applicable laws including Mines Acts.
- iii. Regional Labour certificate, if required.

18.0 Additional expenses due to fault of the contractor:

In case additional expenses are incurred due to failure of system / process/ equipment / general infrastructure of the plant/ facilities, pipeline network and disposal wells on account of wrong operation / wrong maintenance / wrong handling/ poor workmanship / use of incompetent manpower/ lack of supervision/ lack of co-ordination/ willful insubordination of Operating instruction by the person or group of persons engaged by the contractor, the contractor will bear all such expenses. The contractor will commence necessary rectification/ modification required to rectify such failures.

19 Additional expenses on OIL for design modification required at the plant:

For any modification in design or addition of new equipment or infrastructure which is required for some additional requirements felt by OIL during the currency of the O&M contract, the cost will be borne by OIL, unless otherwise the modification/ addition is required to rectify poor workmanship of the contractor during operation and maintenance.

Part-IV

DESCRIPTION OF WORK/ SERVICE:

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

Part-IV-Schedule of company's Plants, Materials and Equipments

ANNEXURE-HSE I
PART – V
SAFETY MEASURES

TO,
HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

DESCRIPTION OF WORK/ SERVICE:

Operation and Maintenance Contract of ITF-Tengakhat for a period of 6 years.

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 authorized persons who would be on the jobs 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.. 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) 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.

f) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

(Seal)

Yours Faithfully,

Date _____

M/s _____

FOR & ON BEHALF OF BIDDER

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(**Name of the bidder**).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. -----
----- The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the

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transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

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Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date .

Witness 2 :

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ANNEXURE -

BID FORM AND BID / PERFORMANCE GUARANTEE FORMS

Date : _____

Tender No. / Contract No. : _____

(Insert Company's Name and Address)

Gentleman,

Having examined the General and Special Conditions of Contract and the terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of contract and terms of Reference for the sum of (Total Bid Amount in words and figures) **"NOT TO BE QUOTED HERE"** or such other sums as may ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the contract.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2013_____

Signature

(In the capacity of)

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ANNEXURE -

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)

(Address of Company _____)

WHEREAS (Name and address of Contract)

(hereinafter called Contractor) had undertaken, in pursuance of Contract No. dated _____

to execute (Name of contract and Brief description of the work)

_____ Work) _____

(hereinafter called the Contractor)

And Whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank a security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW THEREFORE we hereby affirm that we are contractor, up to a total of (Amount of Guarantee) _____
Rs/_____.

Such being payable in the types and proportions of currencies in which the contractor price is payable, and we undertake to pay you, upon your first written demand and without civil or argument, any sum of sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee is valid until the date (_____) months after contract completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

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ANNEXURE -

PROFORMA FOR BIDDERS TO INDICATE NON-ACCEPTANCE OR DEVIATIONS FROM THE BID DOCUMENT

Bidders are required to furnish exceptions/deviations to the terms & conditions of Tender Document. Price & time affects to be indicated in the price Bids only. If any bidder does not furnish the exception / deviations in the proforma, it would be presumed that Bidder has no exception to the terms and conditions of tender Document.

Clause No.

Of Tender Document Clause of Tender Document Exception

/deviation taken by bidders Price effect in case bidder with draws the exception Time effect in case bidder withdraws the exception Remarks

ANNEXURE -

PROFORMA LETTER OF AUTHORITY

TO
HEAD-CONTRACTS
Contracts Department
P.O. DULIAJAN PIN - 786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB : OIL TENDER No. _____

We _____ of _____

Confirm that Mr. _____.

(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our

behalf with you against Tender Invitation No. _____
for Hiring of Man Management Services for one number drilling rig for any commercial / Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

NOTE : This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by each member of the consortium.

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**ANNEXURE -
CONTRACT FORM**

This Agreement made the _____ day of _____ 20.. between Oil India Limited (hereinafter the company) of the one part and (Name of Contractor) of (City and Country of Contractor) of the other part :

WHEREAS the company is desirous that certain Services should be provided by the contractor, viz (Brief description of Services) and has accepted a bid by the contractor for rendering the Services in the sum of (Contract Price in words and figures) (hereinafter the Contract Price)

NOW THE AGREEMENT WITNESSETH AS FOLLOWS:

1.0 In this Agreement words and expressions shall have the same meanings as are receptively assigned to them in the Conditions of Contract referred to.

2.0 The following documents shall be deemed to form and be read and constructed as part of this agreement viz :

- a) The Bid form and Price Schedule submitted by the Bidder;
- b) Terms of Reference
- c) The General Conditions of Contract
- d) The special Conditions of Contract: and
- e) The Company's Notification of Award.

3.0 In consideration of the payments to be made by the company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the company to provide the services and to remedy defects therein in conformity in all respect with the provisions of the contract.

4.0 The company hereby covenants to pay the contractor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract _____.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____.(For the company)
in the presence of _____.

Signed, Sealed and delivered by the

Said _____(For the Contractor)
In the presence of _____.

Name _____ . Name _____

Address _____ . Address _____.

_____.

(For the company)

_____.

(For the contractor)

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PROFORMA II D

FORM OF BID SECURITY (BANK GUARANTEE)

(Note : The Bidder may complete either this form of Bank Guarantee or a form of Bond or provide other acceptable)

WHEREAS, (Name of Bidder) _____ (hereinafter called the "Bidder") has submitted his Bid (Date _____) for the provision of certain oil field services (hereinafter called "the Bid") KNOW ALL MEN BY those presents that we (Name of Bank) _____ of (Name of Country) _____ registered office at _____ having our (hereinafter called "Company") in the sum of () * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assigns by these presents SEALED with the common seal of the said Bank this ____ day of ____ 20__.

THE CONDITIONS of this obligations are :

- (1) If the Bidder withdraws his bid during the period of bid validity specified in the Form of Bid, or
- (2) If the bidder, having been notified of acceptance of his Bid by the company during the period of Bid validity.
 - (a) Fails or refuse to execute the form of agreement in accordance with the instructions to Bidders. If required or.
 - (b) Fails or refuse to furnish the performance Security in accordance with the Instructions to Bidders.

We undertake to pay to company up to the above amount upon receipt of its first written demand without company having to substantiate its demand provided that in its demand company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date ()** days after the closing date for submission of Bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demands in respect thereof should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK

WITNESS _____

SEAL _____

(Signature, Name and Address)

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of the company's country or an equivalent amount in a freely convertible currency.

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid

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[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name :

FULL Address :

Phone Number :

Mobile Number :

E-mail address :

Fax Number :

Bank Account Number (in which the Bidder wants remittance against invoices) :

Bank Name :

Branch :

Address of the Bank :

Bank Code :

IFSC/RTGS Code of the Bank :

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number :

Signature of Bidder with Official Seal
