

FORWARDING LETTER

To,

M/s TRACTORS INDIA PVT.LTD. (**OIL Vendor Code : 208740**)
1, TARATOLLA ROAD, GARDEN REACH, Kolkata 700024
Phone : 033- 6633-2000 , Mobile : 9435387063
Email: tipl.duliazan@tiplindia.com

Sub : IFB No. **CDI9100L16** For Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399.
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam.

2.0 In connection with its operations, OIL invites from competent and experienced Contractors for **Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399. Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA .** Bid should be uploaded in OIL's e-Procurement portal. Please submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- | | |
|--------------------------------------|--|
| a) IFB No. | : CDI9100L16 |
| b) Type of IFB | : Limited |
| c) Bid Closing / Opening Date & Time | : 17.11.2015 (11:00 HRS / 14:00 HRS) |
| d) Place of Bid Opening | : Office of the Head-Contracts, Oil India Limited, Duliajan, Assam |

OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

HEAD-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

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

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE COMPOSITE BID SYSTEM – ON LIMITED basis** (Single Party) through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399

Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

LOCATION : GAS COMPRESSOR STATIONS OF PRODUCTION GAS DEPARTMENT OF OIL's OPERATIONAL AREA IN UPPER ASSAM.

CONTRACT PERIOD: 2 YEARS FROM THE DATE OF ISSUING LOI AND EXTENDABLE BY ANOTHER 01(ONE) YEAR.

BID CLOSING/ OPENING DATE & TIME: **17.11.2015 (11:00 HRS/14:00 HRS)**

Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **2.5% of Contract value** and this will not earn any interest.

2.0 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.

3.0 The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected.

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.

Digital Signature Certificates having “Organization Name” field such as “Personal” are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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 Deposit 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.

(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 tender.

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 Techno-Commercial 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.

12.0 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 Security Money shall not earn any interest.

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

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

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 from the date of withdrawal of bid.

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 be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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

Forwarding Letter.

Instruction to Bidders.

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-**Not**
Applicable
Part-V - Safety Measures (SM)
Part-VI - Integrity Pact
Proformas and Annexures

SPECIAL NOTE:

Please note that all tender forms (Forwarding Letter, Part - I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 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-COMPOSITE BID ON LIMITED basis (Single Party)**. The bidder has to submit both the "TECHNICAL" and "PRICED" bid 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 submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Bid opening, both Collaboration Folder (c-Folder) & Price Bids will be opened. The bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

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.

Digital Signature certificates having "Organisation Name" field such as "Personal" not acceptable. However, aforesaid digital signature Certificates having bidder's name in the "Organisation Name" field are acceptable.

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI- Integrity Pact" of 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 Un-priced Techno-Commercial Bid)

duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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.

(Note: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, Email ID: rajivmathur23@gmail.com have been appointed as Independent External Monitors have been appointed as Independent External Monitors)

22.0 SCREEN SHOTS:

Display RFx Response:

Edit | Print Preview | Technical RFx Response | Close

RFx Response Number 60006452 RFx Number TEST2 Status Submitted 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 4

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

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 "Un-priced Techno-Commercial Bid".

Go to this Tab "Notes and Attachments" for Uploading "Price Bid" files.

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Un-priced Techno-Commercial Bid" and "Priced Bid" in the places as indicated below:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Verify signature

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 5 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

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

BID ON "EDIT" MODE

Area for uploading Un-priced Techno-Commercial Bid*

Area for uploading Priced Bid**

Note :

* The "Un-priced Techno-Commercial 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 and click on Sign to sign the Price Bid. 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.

23.0 OIL now looks forward to your active participation in the IFB.

HEAD-CONTRACTS

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI9100L16
INSTRUCTION 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) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Performance Guarantee
 - (vii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
[Not applicable for this Tender].
- h) Safety Measures (SM): **Part-V**
- i) Part-VI – Integrity Pact
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

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 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 "Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments"] 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:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Statement of Non-Compliance (if any).

(B) PRICED BID:

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

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

6.2 In exceptional circumstances, 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 (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.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 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 with organizations Name" 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.

Digital Signature Certificates having "Organization Name" field such as "Personal" are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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.

8.2 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.

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

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

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

8.6 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.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 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 be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

9.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid opening 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.

10.0 LATE BIDS:

10.1 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.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 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. 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 will also not be permitted.

13.0 BID OPENING AND EVALUATION:

13.1 The Technical bid & Price Bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In bid opening date, Collaboration Folder(C-Folder) & Price Bid will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx Tab Page & Price Bid is attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender portal.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 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.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 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.

13.6 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.

13.7 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.

13.8 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.

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

14.3 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.

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

15.0 CONTACTING THE COMPANY:

15.1 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 13.5.

15.2 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.

16.0 AWARD CRITERIA:

16.1 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.

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

17.1 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.

18.0 NOTIFICATION OF AWARD:

18.1 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.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

19.3 This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

If it is 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.

21.0 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 Invoice Serial
No.....
Oil India Limited, Duliajan, Assam 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%, than 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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com**

DESCRIPTION OF WORK/SERVICES:-

Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

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 **GAS COMPRESSOR STATIONS OF PRODUCTION GAS DEPARTMENT OF OIL's OPERATIONAL AREA IN UPPER ASSAM.**

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

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

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for

all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

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

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

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

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be **2 Years** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) 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 @0.5% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

On account payment may be made, not often than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked

and certified correct by the Company's Engineer before any such final payment is made.

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

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

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

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

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

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. **Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**

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

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

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

20. **Special Conditions**

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

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

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund

Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

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

23. 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

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 completion date subject to a maximum ceiling of 7.5% of contract value .

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(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_____

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

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

Description of Work/ Service: Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine . Model: CAT G399
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

Item No.	Description of Services	UOM	Estimated Quantity
10	Top Overhauling of CAT G399	No	2
20	Major Overhauling of CAT G399	No	6
30	Top Overhauling of CAT G3516 NA	No	7
40	Mobilization Charge	No	1
50	Initial Medical Testing	No	1

1. Bidder must include all liabilities including statutory liabilities but **excluding Service Tax** in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Details of Scope of Work for each item can be found in Part-III SCC

OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)

SPECIAL TERMS & CONDITIONS

1.0 Scope of work

Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399.

Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

1.0 Plant Information:

(a) All the Gas Compressor Stations (GCS) are within 50 Km radius except GCS 2 (Moran) which is approx 90 Km from Duliajan. The Gas Compressor packages installed in the GCSs are running continuously with prime mover as Caterpillar Gas Engines, model G399 and G3516 NA.

Brief descriptions of the gas engines to be overhauled are as follows:

(a) Caterpillar, Model G399: 16 Cylinder Gas Engine with Compression Ratio (CR) - 7:1; HP - 501 @ 1000 RPM; Bore # 6 1/4 Inches; Stroke -8 Inches; having Shielded Ignition System (Altronic III).

(b) Caterpillar, Model G3516 NA: 16 Cylinder Gas Engine with Compression Ratio(CR)- 9:1; HP - 668 @ 1200 RPM; Bore - 6.7 Inches; Stroke - 7.5 Inches; having Electronic Ignition System (EIS).

(c) The overhauling jobs of Gas Engines to be carried out at the GCSs. The area is prohibited for general public, so necessary entry passes with all statutory requirements will have to be carried by the personnel entering into the GCSs.

2.0 Mode of Working:

The overhauling job shall be done at a stretch under the supervision of a Service Engineer of the party. All spares lube oil etc required for overhauling shall be arranged by OIL. However all other manpower will be under the scope of the party.

3.0 Contractor's Scope of job:

(a) To depute their Field Service Engineer along with team of Technicians for carrying out overhauling jobs.

(b) Functional checks of all instruments / auxiliaries of the engine are detailed in Annexures. The party to carry out all jobs / activities as per the list. Anything not spelt out here are required to be done by the party for completing the overhauling.

- (c) Servicing of Instrumentation Panel fitted with the engine by the party and later for re-fitment of same after servicing.
- (d) Servicing of Ignition System after dismantling and re-fitment as recommended.
- (e) Bring all the tools, tackles etc required for overhauling. Make their own arrangement for transportation of their personnel, tools and materials etc.
- (f) Make their own arrangement for boarding and lodging of their Service Engineer and team of technicians
- (g) Carry out pre-overhauling inspection of the unit, recording all the data
- (h) Intimate OIL, detailing the progress of each day's work for its record.

4.0 Scope of OIL:

- (a) OIL will provide total shut-down of the unit to carry out overhaul of the unit.
- (b) OIL will provide all spares, lubricating oils (one time start-up and fill-up), liquid nitrogen to fix seat insert (if required), compressed air at 6 - 7 Kg/cm²g, water and electricity (230 VAC, 50 Hz wherever available).
- (c) OIL will provide workshop facility at Central Workshop, if required.
- (d) Oil will provide open space within the Shed etc. for keeping their materials / tools and one no. steel overhauling box for keeping tools and spares.
- (e) HOT Crane will be available inside the GCS. However, for transporting any heavy material crane service will be provided on availability.
- (f) Servicing of Instrumentation Panel of the unit, Compressor, Coolers etc shall be on OIL's scope.
- (g) Servicing of Ignition System: OIL shall provide necessary assistance and servicing facilities at its central Maintenance section to the party for dismantling of the ignition system, servicing and later for re-fitment of same after serviced ignition system on the unit by the party.

5.0 Completion Time:

- (a) The overhauling jobs shall be completed within:
 - (i) Top Overhaul (TOH): Continuous 25 Working Days Maximum from the date of commencement.
 - (ii) Major Overhaul (MOH): Continuous 45 Working Days, Maximum from the date of commencement.
 - (iii) Normal working time on working days is from 7 AM to 3:00 PM. However, working beyond 3:00 PM and for working on holidays and Sundays, prior permission / approval to be obtained from OIL's competent authority.
Party to comment on above and forward their best completion time with justification
 - (iv) Delay in execution will call for penalty on the party as detailed under heading Liquidated Damages. However reasons beyond control of the party, situation (Force Majeure), environmental factors will relieve the party from

such penalty. In this regard the party must justify the reason of delay with every extended day, in writing.

(b) After completion of overhaul, the engine will be coupled to compressor with proper alignment. Contractor shall provide manpower and tools (except alignment gauges) to OIL's representative for carrying out the fitment of Thomas Coupling. Thereafter contractor shall carry out breaking-in run and short duration load test run for 2-4 Hrs of the engine under direct guidance of OIL's representative. All the running parameters would be checked by OIL's representatives during such load test run. In the event OIL/TIL representative on their joint inspection feels that certain component of engine needs to be dismantled, checked and redone, then the contractor has to carry out the same as per observation.

Thereafter the unit would be put on final test run at duty conditions of the GCS and rated speed for a total 72 Hrs to be completed within 4 days. Contractor shall provide a competent technician round the clock for monitoring and safe operation of the unit. Any defect that is observed is to be noted and rectified during this test run. Once the 72 hrs test run is over, the overhauling would be considered as complete and there by certified for payment after complete scrutiny of details overhaul, test run, and physical verification of performance at site by OIL's engineers in charge.

(c) Only after successful completion of 01 (one) unit, the next unit will be handed over for overhauling. However OIL will indicate the type of overhauling to be carried out.

6.0 Liquidated Damages:

If the contractor fails to complete the overhauling within the allowable maximum working days (i.e. 25 days for Top overhauling and 45 days of Major overhauling), OIL reserves the right to recover from the party a Liquidated Damage after 05 days of the maximum allowable working days, as the case may be, at the rate of 2% per day of delay from the schedule rate of overhaul as quoted by the bidder up to maximum of 30%. However, the breaking in test run followed by load test run and continuous 72 hrs run will also not be considered as part of the maximum working days allowed for a overhaul.

7.0 Force Majeure:

(a) In the event of either party rendered unable by Force Majeure, to perform any obligation required, to relative obligation of the effected by such Force Majeure shall be suspended for the period during which cause lasts.

The term Force Majeure as employed herein shall mean an act of God, war, revolts, riots, fire, flood, and Act and Regulation of the respective State and Government of India.

(b) Upon the concurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the

other party in writing within 72 Hrs of alleged beginning and ending thereof giving full particulars and satisfactory proof.

(c) Any situation of Force Majeure shall not be payable by OIL if such Force Majeure is estimated to last for a period in excess of 15 days. OIL shall reserve the right to terminate the Agreement unless otherwise mutually agreed to, if the situation under the Force Majeure exceeds 15 days in which case no party will be liable for any compensation due to such termination.

8. PAYMENT

Payment of Overhauling Charges shall be released within 20 days against submission of Invoice after satisfactory overhauling of each engine. However, the party to submit data sheet for each overhauling jobs signed by both OIL's and TIL's engineer.

09. TERMS & CONDITIONS:

1. M/s TIL shall depute their engineer as per schedule agreed upon. In case any change is required in the program a written confirmation at least two (02) working days in advance will be required.
2. Rate of Service Tax shall be paid in accordance with the rate as levied by the Govt. of India from time to time.
3. OIL shall provide its workshop facilities on availability, for machining jobs etc, if any.
4. Due to force-majeure reasons, if the party is unable to depute their service engineer(s) as per schedule the same shall be intimated to OIL in writing and TIL shall organize to send engineer on next earliest possible date with prior intimation and subsequent confirmation from their end.

10.0 Mobilization Period:

The party shall have a mobilization period for movement of its service engineers along with team of technicians of 15 days from the date of issue of Work Order for attending the subject work with prior intimation so that all necessary arrangements can be made by OIL.

11. SAFETY MEASURES:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the environment, etc.) under the jurisdiction of the district of that state where it is operating.
2. The Contractor shall ensure that his workmen are properly explained about the jobs and hazards associated with the jobs in consultation with the respective Installation Managers.
3. The contractor personnel must use the PPEs and other safety gadgets during working hours. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

4. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/ operations to be done by the contractor and how it is to be managed.
5. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
6. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/ Agent/ Manager.
7. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/ nature, he should develop and provide to the mine owner a site specific code of practice in line.
8. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME.
9. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
10. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
11. It will be entirely the responsibility of the Contractor/ his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/ Junior Engineer for safe operation.
12. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
13. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
14. The contractor shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.

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

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

17. The initial health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s)/ reports is to be submitted to OIL before start of the job

The Initial Medical Examination (IME) will include the following:

- General Medical Examination.
- Physical Examination to include systemic examination of all the system.
- Laboratory Examination which includes:

- § Blood RE
- § Urine RE/ME
- § FBS
- § PPBS
- § S.Creatinine
- § S. Urea
- § Lipid Profile
- § X-Ray (PA View Chest)
- § ECG
- § Lung Function Test
- § Audiometry
- § Stool RE/ME

The guidelines for IME of Contractor Workers and the List of Medical Centers Identified for Medical Examination shall be as specified by the Medical Department of OIL.

18. The contractor shall arrange daily tool box meeting and regular site safety meetings and maintain records.

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

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

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

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

23. In case Contractor is found non-compliant of HSE laws as required, OIL will have the right for directing the contractor to take action to comply with the

requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/ Rules/ Regulations.

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

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

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

12. General Guidelines:

(i) The Bidder must maintain harmony and integrity and will not violate to Company's rules and regulations.

(ii) The Bidder must not engage in any activity which may cause harm to any person / loss of property.

(iii) The Bidder shall not engage any person, or sub-contract of this wherein the other person / party having any criminal background.

(iv) If any person found to be not competent, consuming alcohol or drugs, disturbing Company activities or indulge in misconducts of any kind, OIL reserves the right to remove such persons and shall advice the Contractor to replace with a suitable candidate.

13.0 LIST OF SPARE PARTS:

A list of recommended spare parts for the Engine, covering all the items required for overhauling as well as critical requirements will have to be provided by the party enabling OIL to keep stock of the same ready for use as and when required. The party also to ensure and support timely execution of delivery of all such items as required to avoid any delay.

Annexure I

Schedule of Works Top Overhauling (TOH) of CAT G399:

The scope of work for carrying out Top Overhauling jobs are as under:

Ø Cylinder Head and Rocker Assembly :

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear / Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, springs, Roto-coils and Retainers.
- v. Cleaning of Pre Chamber Area with Seat Cutting Tool (If required).
- vi. Cleaning of Pre Chamber and Inspection of the same.
- vii. Servicing of Gas Admission Valves

- viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line Seal O Rings and Combustion Gaskets with new one.

Ø Liners :

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

Ø Piston and Connecting Rods :

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the same.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

Ø Lifter Assembly :

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and Checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

Ø Oil Pump :

- i. Removal of Oil Pump from the engine.
- ii. Dismantling and cleaning of the same for inspection.
- iii. Replacement of all bushing and Seal O Rings.
- iv. Assembly and fitment of the Pump on the Engine.

Ø Water Pump :

- i. Removal of both JW & ACOC circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

Ø Oil Cooler & After Cooler :

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Oil Cooler to be replaced.
- iii. After Cooler to be cleaned properly, if required Work Shop facility will be utilized.
- iv. Fitment of Oil Cooler & after Cooler on the Engine with new Seal & Seal O Rings.

Ø Thermostats :

- i. Removal of Thermostats Housings (Oil & Water) from the Engine & it's cleaning.
- ii. All thermostats (Oil & Water) to be replaced with new one.
- iii. All Lip Type Seals to be replaced with new one.
- iv. Assembly & Fitment of the Thermostat Housings on the Engine.

Ø Exhaust Manifold :

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be replaced with new one.
- iv. Shield Gp. Manifold to be replaced with new one.
- v. Fitment of the Exhaust Manifold with new gaskets on the Engine.

Ø Engine Foundation Bolt :

- i. Checking of tightness of all Engine foundation bolts.

INSTRUMENTATION PART

Ø Ignition Circuit :

- i. Replacement of all Spark Plugs with new one.
- ii. Resistance checking of transformers.
- iii. Checking of Resistance of main Ignition Harness and data recording.

Ø Control Circuit :

A. Fuel Actuator

- i. Replacement and Adjustment of Fuel Actuator Linkage.
- ii. Checking and Recording of Harness Resistance.
- iii. Checking & Calibration of the Fuel Actuator.

Ø Checking Actuators :

- i. Checking of all Actuators, repair or replacement as per requirement.

Ø Start Up of the Engine :

Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine.

Ø Load Test Run of the Engine:

Engine will be closely monitored and all parameters will be recorded to ensure optimum engine performance during the Load test.

Schedule of Works Major Overhauling (MOH) of CAT G399:

ANNEXURE II

Ø Cylinder Head and Rocker Assembly :

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear / Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, springs, Roto-coils and Retainers.
- v. Cleaning of Pre Chamber Area with Seat Cutting Tool (If required).
- vi. Cleaning of Pre Chamber and Inspection of the same.
- vii. Servicing of Gas Admission Valves
- viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line Seal O Rings and Combustion Gaskets with new one.

Ø Liners :

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

Ø Piston and Connecting Rods :

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the same.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

Ø Crank Shaft :

- i. Removal of Main Bearing and Replacement of the same with new one.
- ii. Measurement of End Play before removal of Thrust Bearing.
- iii. Replacement of Thrust bearing with new one and final measurement of End Play.
- iv. Replacement of Crank Shaft Front & Rear Oil Seals with new one.

Ø Cam Shaft :

- i. Removal of Cam Shaft.
- ii. Cleaning of the same.
- iii. Checking of Cam Shaft Lobe and Bush area for wear & Tear.
- iv. Measurement of Cam Bush I.D. after installation of new Bush.
- v. Replacement Thrust Bearing.
- vi. Replacement of Cam Drive Gear Bush.

vii. Final Fitment of Cam Shaft.

Ø Lifter Assembly :

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

Ø Vibration Damper :

- i. Removal of Vibration Damper from the Engine.
- ii. Checking of Vibration Damper according to Caterpillar Specification manual for Reusability.
- iii. Fitment of the Vibration Damper on the Engine.

Ø Fly Wheel :

- i. Removal of Fly wheel.
- ii. Physical Inspection of Fly Wheel for any mechanical damage of ring gear teeth.
- iii. Replacement of Ring gear if required.
- iv. Fitment of Fly Wheel on the Engine.

Ø Oil Pump :

- i. Removal of Oil Pump from the engine.
- ii. Dismantling and cleaning of the same for inspection.
- iii. Replacement of all bushing and Seal O Rings.
- iv. Assembly and fitment of the Pump on the Engine.

Ø Water Pump :

- i. Removal of both JW & ACOC circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

Ø Oil Cooler & After Cooler :

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Oil Cooler to be replaced.
- iii. After Cooler to be cleaned properly, if required Work Shop facility will be utilized.
- iv. Fitment of Oil Cooler & after Cooler on the Engine with new Seal & Seal O Rings.

Ø Thermostats :

- i. Removal of Thermostats Housings (Oil & Water) from the Engine & it's cleaning.
- ii. All thermostats (Oil & Water) to be replaced with new one.
- iii. All Lip Type Seals to be replaced with new one.
- iv. Assembly & Fitment of the Thermostat Housings on the Engine.

Ø Exhaust Manifold :

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be replaced with new one.
- iv. Shield Gp. Manifold to be replaced with new one.
- v. Fitment of the Exhaust Manifold with new gaskets on the Engine.

Ø Engine Foundation Bolt :

- i. Checking of tightness of all Engine foundation bolts.

INSTRUMENTATION PART

Ø Ignition Circuit :

- i. Replacement of all Spark Plugs with new one.
- ii. Resistance checking of transformers.
- iii. Checking of Resistance of main Ignition Harness and data recording.

Ø Control Circuit :

B. Fuel Actuator

- i. Replacement and Adjustment of Fuel Actuator Linkage.
- ii. Checking and Recording of Harness Resistance.
- iii. Checking & Calibration of the Fuel Actuator.

Ø Checking Actuators :

- i. Checking of all Actuators, repair or replacement as per requirement.

Ø Start Up of the Engine :

Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine.

Ø Load Test Run of the Engine:

Engine will be closely monitored and all parameters will be recorded to ensure optimum engine performance during the Load test.

Alignment (Facial and Radial): Coupling Thomas CMR (550/600)

After completion of overhauling job the party shall carry out alignment of the engine with compressor and couple the same. However, final reading of alignment job shall be put forward to OIL for its approval

ANNEXURE III

Schedule of Works Top Overhauling (TOH) of CAT G3516 NA:

The scope of work for carrying out Top Overhauling jobs are as under:

A) Inspection: Pre Top-overhaul inspection will be carried out jointly by Tractors India Private Ltd & OIL for keeping record of any specific Mechanical and Instrumentation problem which will be attended during TOH job), if any. Existing problem will be rectified during TOH job.

A record of such data jointly signed by Tractors India Private Ltd. & OIL will be submitted along with completion report.

B) Cylinder Head and Rocker Assembly:

- i. Removal of Cylinder Head from Engine.
- ii. Cleaning of Cylinder Head and Valve Train Related parts.
- iii. Inspections of the same for any wear & tear / Failed parts.
- iv. Rebuild of Cylinder Head with new Valves, Inserts, Springs, Roto-coils and Retainers.
- v. Cleaning of Spark Plug adaptor area with Seat Cutting Tool (If required).
- vi. Cleaning and Hydraulic test of Cylinder Head and Inspection of the same.
- vii. Servicing of Spark Plug adaptor.
- viii. Assembly of Cylinder Head.
- ix. Fitment of Cylinder Heads on Engine by replacing all water and air line Seal O Rings and Combustion Gaskets with new one.

C) Liners:

- i. Removal of Liners from Engine.
- ii. Cleaning of the Liners.
- iii. Fitment of the same with new Seal O Rings.

D) Piston and Connecting Rods:

- i. Removal of Piston and Connecting Rod Assembly.
- ii. Cleaning of the Piston and Connecting Rod Assembly.
- iii. Inspection for any Mechanical Failure of Pistons and Connecting Rods.
- iv. Replacement of Big End Bearing and all Piston Rings.
- v. Fitment of the Pistons in the Engine.

E) Lifter Assembly:

- i. Removal of the Lifter Assembly from Engine.
- ii. Cleaning of the same and checking of Rollers for any Wear & Tear.
- iii. Replacement of Lifter Guide Springs and Seals.
- iv. Final Assembly of the Lifters and fitment on the Engine.

F) Oil Pump:

- i. Removal of Oil Pump from the engine.
- ii. Dismantling and cleaning of the same for inspection.
- iii. Replacement of all bushing and Seal O Rings if require.
- iv. Assembly and fitment of the Pump on the Engine.

G) Water Pump:

- i. Removal of both JW & Aux. circuit Water pump from Engine.
- ii. Dismantling of the Water pumps.
- iii. Replacement of all seals and Shaft with new one.
- iv. Replacement of Housing bush.
- v. Assembly and final fitment of water Pumps on the Engine.

H) Oil Cooler & Intake Manifold:

- i. Removal of Oil Cooler & After Cooler from Engine.
- ii. Cleaning Oil Cooler tubes, inspection thoroughly and if require to be replaced.
- iii. Intake manifold to be cleaned properly, if required Work Shop facility should be utilized.
- iv. Fitment of Oil Cooler & Intake manifold on the Engine with new Seal & Seal O Rings.

I) Thermostats / Temp. Regulator:

- i. Removal of Thermostats Housings (Oil & Water) from the Engine and cleaning of the same.
- ii. All thermostats (Oil & Water) to be replaced with new one along with all type of seal.
- iii. All Lip Type Seals to be replaced with new one.
- iv. Assembly & Fitment of the Thermostat Housings on the Engine.

J) Exhaust Manifold:

- i. Removal of Exhaust Manifold from the Engine and dismantling of the same.
- ii. All Bellows and Gaskets should be replaced with new one.
- iii. All Exhaust Bolts and Nuts to be cleaned, checked if required replaced with new one.
- iv. Fitment of the Exhaust Manifold with new gaskets on the Engine.

K) Engine Foundation Bolt:

i) Checking of tightness of all Engine foundation bolts. If require alignment will be carried out.

L) IGNITION SYSTEM PART

a) Ignition Circuit:

- i. Removal of all Spark Plugs and ignition Transformers.
- ii. Cleaning same and if require replacement of all Spark Plugs with new one.
- iii. Resistance checking of all transformers and replacement, if require.
- iv. Checking of Resistance of main Ignition Harness and data recording.
- v. Checking of CDIS (EIS) through cat ET tools (Cat ET laptop/DDT).

M) Carburetors & Fuel System:

- i. Removal of both carburetors.
- ii. Cleaning and Adjustment carburetors and load screw.
- iii. Cleaning and Adjustment DPRV, as require.

N) Control Circuit:

a. Fuel Actuator

- i. Cleaning and Adjustment of Fuel Actuator Linkage.
- ii. Checking and Recording of Harness healthiness.
- iii. Checking & Calibration of the Fuel Actuator.

b. Sensors

- i. Checking of all the sensors and should be replaced with new one if found defective.
- ii. Checking of all Harness of Sensors.

c. Speed Sensors

- i. Checking of all Speed sensor and Replacement of all the Speed sensors with new one if found defective and also checking respective harness.

O) Thermocouples:

Checking all thermocouples and Replacement of same with new one if found defective and also checking respective harness.

P) Panel & Junction Box:

- i. Checking of proper ground for the Control Modules.
- ii. Checking of condition of wires and terminals
- iii. Replacement of all Diodes & Resistances within the circuit with new one if found defective.

iv. Checking of all fuses at Panel and Junction Box and replacement of the same if found defective.

Q) Start Up of the Engine:

Final Start Up of the Engine after carrying out all necessary checks and troubleshooting (If Required). Recording of all Engine Parameters during start up and running of the engine.

R) Party also shall carry out the following checks / tests of the Overhauled engine:

(a) Compression Pressure test of all cylinders.

(b) Checking of Ignition System, complete with Voltage Checking of each cylinder etc.

(c) Tappet setting.

(d) Recording of Engine parameters at different load condition.

(e) Certification: Prior to certification, inspection of the engine shall be carried out jointly by the Service Engineer of the Contractor and OIL's representative to the fullest satisfaction of OIL for operation.

(f) Documentation of all the checks and measurements and submitting the same to OIL for its verification and approval for payment against each overhauling job.

S) WARRANTY

Top Overhaul Job will carry a Warranty of Six (6) months or 1000 Hrs of running operation which occurs earlier. The warranty will be valid against workmanship failure and on fitted spares.

**To,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine.
Model: CAT G399
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

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 supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the

jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

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

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

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

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

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

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

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

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for

contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

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

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

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

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

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

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

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

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

21. Contractor's arrangements for health and safety management shall be consistent with

those for the mine owner.

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

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 Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA.

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 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 cartelization 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

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.

4. 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.
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 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.

Witness 1:

Date.

Witness 2:

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
DULIAJAN, ASSAM
PRICE BIDDING FORMAT : E-TENDER NO. CDI9100L16

Description of Work/ Service: **Top Overhauling (02 nos.) and Major Overhauling (06 nos.) of Caterpillar Gas Engine. Model: CAT G399**
Top Overhauling (07 nos.) Caterpillar Gas Engine. Model: CAT G3516 NA..

<u>NAME OF BIDDER</u>					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted by the Bidders	Amount (Rs.)
A	B	C	D	E	F=D*E
10	Top Overhauling of CAT G399	NO	2	0.00	0
20	Major Overhauling of CAT G399	NO	6	0.00	0
30	Top Overhauling of CAT G3516 NA	NO	7	0.00	0
40	Mobilization Charge	NO	1	0.00	0
50	IME	NO	1	0.00	0
TOTAL(Rs.)					0.00

1. Bidder must include all liabilities including statutory liabilities in their quoted rates but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

6. For Details, Please Consult SOQ & SCC.