

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services under **Single Stage – 2 Bid**

IFB No.	CDI 4024P15
Service Requirement	<i>Service for Carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per the requirement and Guided by Codes of practices for Emergency Response & Disaster Management Plan (ERDMP) of Petroleum & Natural Gas Regulatory Board (PNGRB) in 17 Nos of installations of Oil India Ltd.</i>
Cost of Bid Document & Bid Security	₹ 5000.00 and ₹ 1,05,200.00
Date of Pre Bid Conference & Place	22.07.2015 - Kolkata
Period of Sale of Bid Document/Issue of User ID & Password	04.07.2014 TO 05.08.2014(15:30Hrs)
Bid Closing / Opening Date & Time	12.08.2014 (11:00 hrs / 14:00 hrs)
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker’s Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan, along with the application(s) on applicants letter pad for request of USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 .</p> <p>On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL’s E-Procurement portal. No physical tender documents will be provided.</p> <p>PSU’s and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p>	
<p>The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site www.oil-india.com. The link to OIL’s E-Procurement portal has also been provided through OIL’s web site www.oil-india.com</p>	

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

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

DESCRIPTION OF WORK/ SERVICE:

Service for Carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per the requirement and Guided by Codes of practices for Emergency Response & Disaster Management Plan (ERDMP) of Petroleum & Natural Gas Regulatory Board (PNGRB) in 17 Nos of installations of Oil India Ltd.

IFB NO: CDI 4024P15

Type of IFB: Single Stage- 2 Bid System

LOCATION: CTF(Duliajan), ITF(Tengakhat), CTF(Moran), LPG Plant(Duliajan) & 13 nos Pipeline Installation across Assam, North Bengal & Bihar

CONTRACT PERIOD: 07 Months including 30 days Mobilization Period

Pre-bid conference: 22.07.2014 at 9-30 hrs (IST)

Last Date of receipt of Pre-Bid: 18.07.2014 upto 15:30 Hrs (IST)
Queries

Venue of Pre-Bid Conference: Kolkata (Exact venue shall be communicated to the prospective bidders nearer the time)

BID CLOSING/ OPENING DATE & TIME: 12.08.2014 (11:00HRS/14:00 HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

FORWARDING LETTER#

#

CDI 4024P15

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening
Date

BID SECURITY AMOUNT: ₹ 1,05,200.00(One Lakh Five
Thousand Two Hundred Only)

AMOUNT OF PERFORMANCE SECURITY: 7.5% of Estimated total
Contract Value

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee
No. _____ dated _____ of _____

**Original hard copy of (a) should reach the office of HEAD-
CONTRACTS on or before Bid opening date and time(12:45Hrs),
otherwise Bid will be rejected. A scanned copy of this document
should also be uploaded along with the Un-priced bid documents.**

b) Bidders to confirm that in the event of award of Contract ,bidder will
submit Performance Security Deposit @ 7.5% of the estimated contract
price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue
and Literature, if called for in the tender shall be marked with the above
IFB Number and description of work and submitted in the office of :

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

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

3.0 Pre-Bid Conference:

3.1 A pre-Bid conference will be held at **Kolkata, India on 22.07.2014** or on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the IFB to enable them to understand the exact service requirement of the Company. The parties who purchase the bid documents are invited to the Pre-Bid conference. For details of the venue, bidders may contact the office of Head-**Contracts**, Oil India Ltd., P.O. Duliajan-786602, **Phone:** 91-374-2808650/2800548,**Fax#**(91)374-2803549,**E-mail:** ssgogoi@oilindia.in.

3.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

3.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by **18.07.2014** or the date as mentioned in the on-line tender. OIL shall provide clarifications to the queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties.

4.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal 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.

5.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

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

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

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

7.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(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.

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

9.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.

a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

b. In case of HUF, Copies of Telephone(Landline Bill)/Electricity/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.

c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

d. In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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.

e. In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/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.

f. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/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.

g. In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ 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.

10.0 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.

11.0 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.

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

13.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for

adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

16.0 **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 / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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

Covering Letter.

Instruction to Bidders

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

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

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

Part - III - Special Conditions of Contract (SCC)

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

Part-V-Safety Measures (SM)

Integrity Pact

Proforma and Annexures

18.0 **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 (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the

Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Following persons have been appointed as Independent External Monitors:

Shri N. Gopaldaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopaldaswamin@gmail.com
Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope superscribed 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.

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.

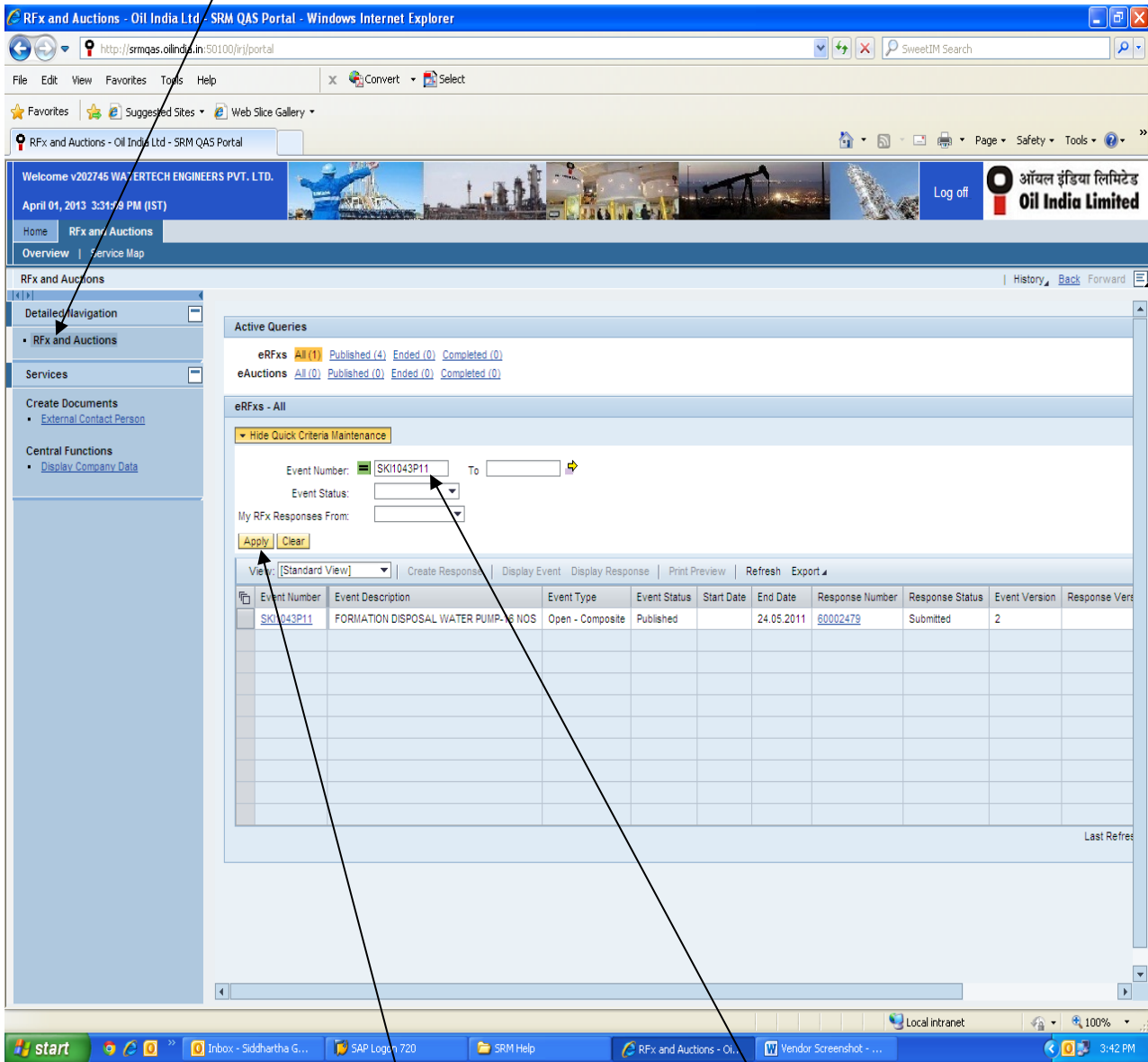
19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

1.

Select RFX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

Display RFX :

Verify Signature of RFX | Print Preview | Close | Register | Export

RFX Number: SDG7155P13 | RFX Name: Old RFX Open Composite Bid 1B0T | RFX Status: Published | RFX Start Date: | Submission Deadline: 12.04.2013 11:00:00 INDIA | Remaining Time: 10 Days 19:25:10

RFX Owner: Mr. Anup Sharma | RFX Version Number: 2 | RFX Version Type: Active Version

RFX Information | Items | Notes and Attachments

RFX Parameters | Questions | Note and Attachments | Conditions

Time Zone: INDIA

Start Date: 00:00:00

Submission Deadline: * 12.04.2013 11:00:00

Opening Date: 12.04.2013 14:00:00

Currency: INR

Price Bid Opening Date: | Pre-Bid Conference Time: 00:00:00 | Pre-Bid Conference Date: | Last Time of Tender Fee Payment: 11:00:00 | Last Date of Tender Fee Payment: 12.04.2013 | Last Time to receive PBC queries: 00:00:00 | Last Date to receive PBC queries: |

Contact Details: AJS | Contact Details: AJS 1

Earnest Money Deposit - USD: 12,500.00 | Earnest Money Deposit - INR: 5,000,000.00

Valuation Type: NON ELIGIBLE FOR NIL DUTY/DEEMED EXPORT

Bank Guarantee: APPLICABLE @ 10% OF ODR VAL

Integrity Pact: Not Applicable

EMD Validity Period: 12.04.2013

Tender Type: * ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00 | Tender Fee in INR: 55,000.00 | Price Bid Opening Time: 00:00:00

Partners and Delivery Information

Details | Add | Send E-Mail | Call | Clear | Filter Settings

Function	Number	Name	Phone Number
Requester		Ext req trasfer user SERVICE_R3	
Goods Recipient		Ext req trasfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Assam- Services	2800414

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 (CAI), Controller of Certifying Authorities (CCA) of India.

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

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

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal .

6.0 BID FORM:

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

7.0 BID PRICE:

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

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

7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFX Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

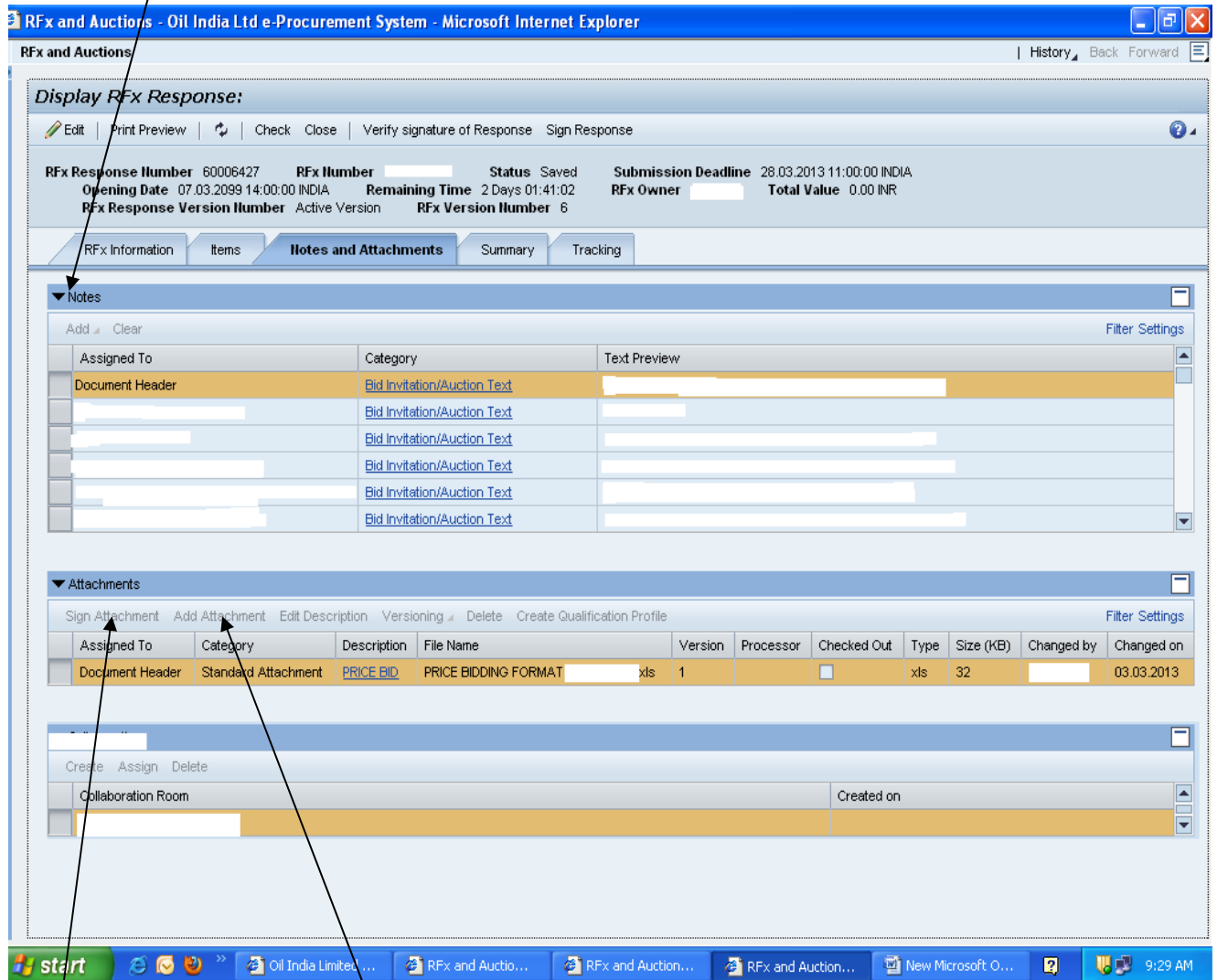
Click on this tab to upload Price Bid

The screenshot displays the 'Edit RFX Response' interface in a web browser. At the top, there is a navigation bar with tabs: 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. Below this, a 'Basic Data' section contains a table of questions and replies. A callout box with the text 'Click on this tab to upload Price Bid' points to the 'Notes and Attachments' tab.

Question	Reply	Comment
exclusive Test		yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:		yes
INDICATED IAC IS INCLUDED IN THE FOB PRICE:		yes
FIRM OCEAN FREIGHT: * <input checked="" type="radio"/> Yes <input type="radio"/> No		test
HAVE YOU MENTIONED THE IPI CHARGE: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:		yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000		test
HAVE YOU SUBMITTED THE SAMPLE:		no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input checked="" type="radio"/> Yes <input type="radio"/> No		
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input checked="" type="radio"/> Yes <input type="radio"/> No		

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here



1

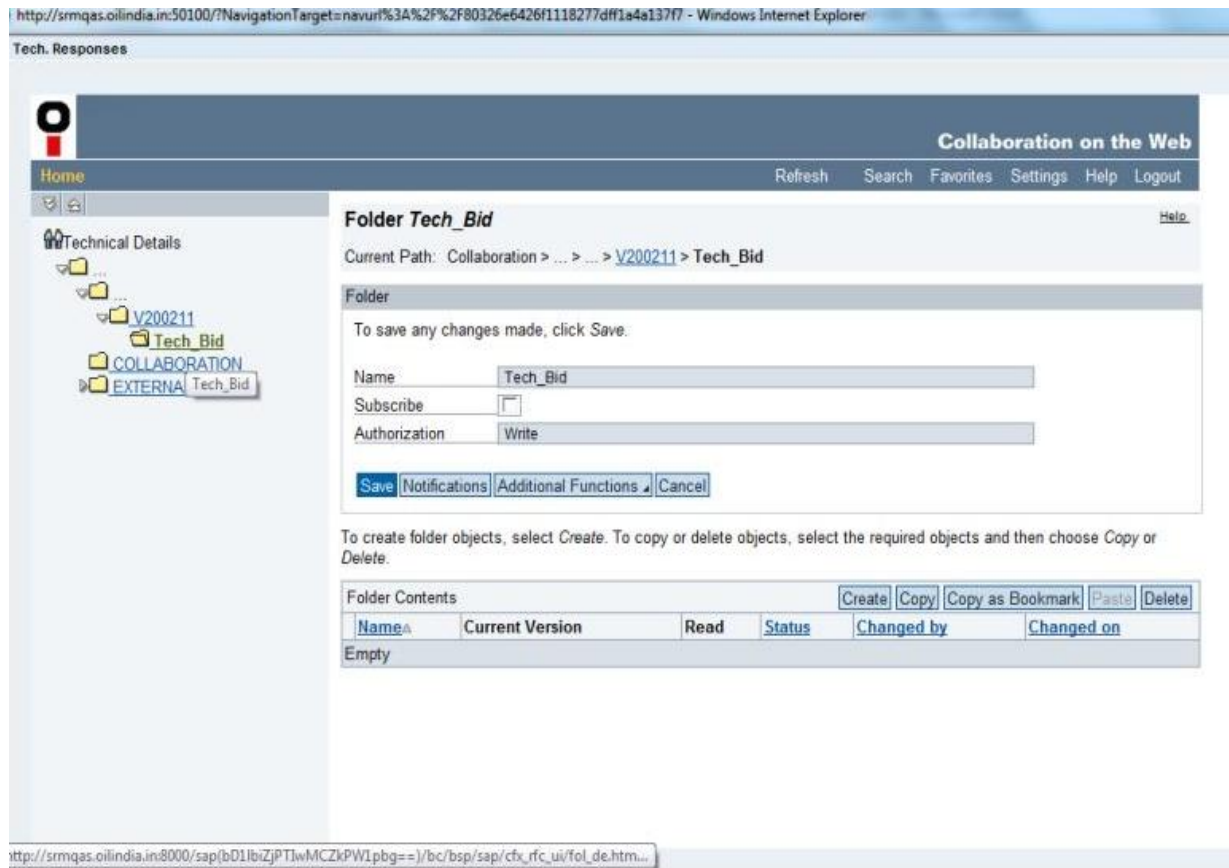
2

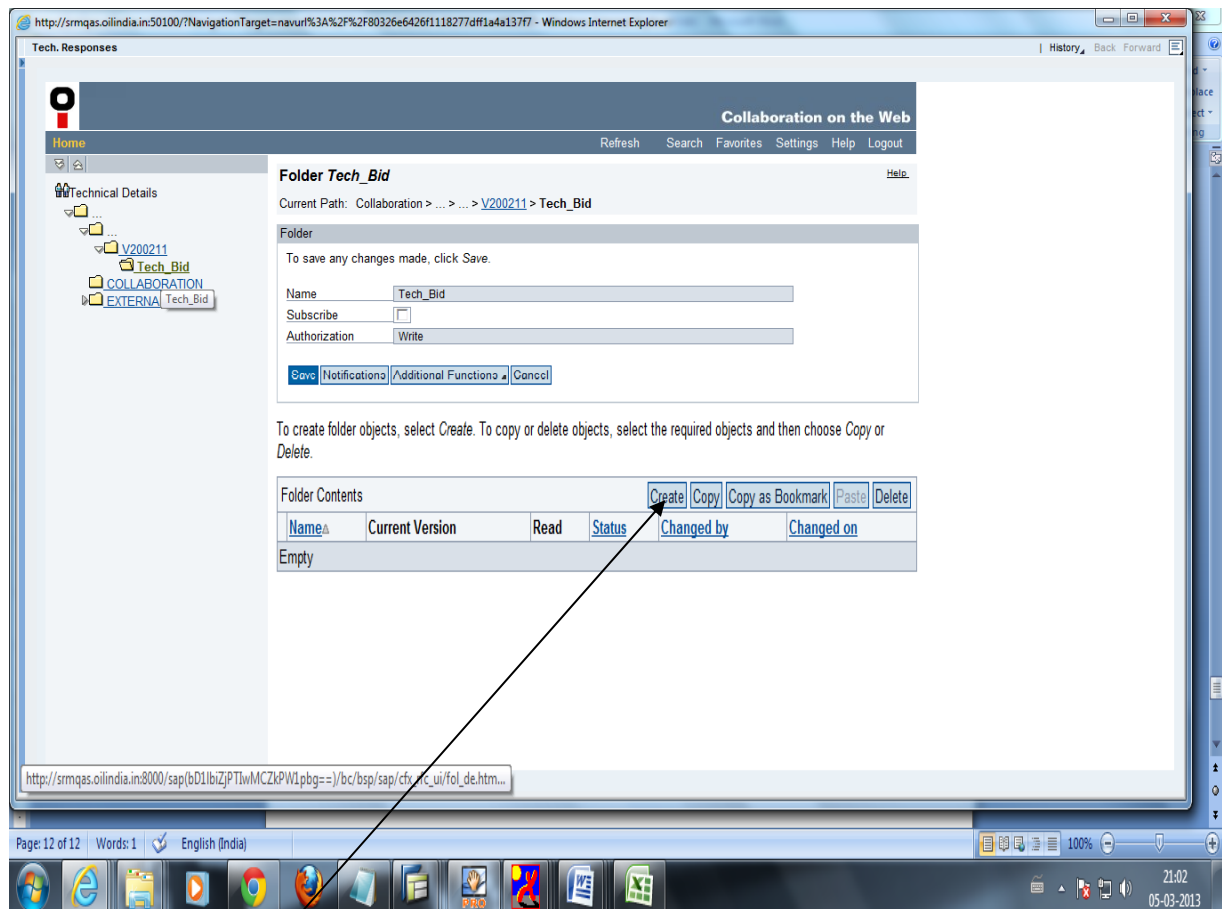
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on **Technical Rfx Response** , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button **Create** to create and upload new document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

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

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

10.0 FORMAT AND SIGNING OF BID:

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

11.0 SUBMISSION OF BIDS.

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

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

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

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

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

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

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by

the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE :

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

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only and no price should be mentioned anywhere under the **Technical RFx**.

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

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

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

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

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

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

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

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

19.0 AWARD CRITERIA:

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

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

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 SIGNING OF CONTRACT:

BID REJECTION CRITERIA (BRC):

The following BRC / BEC will govern evaluation of the bids received against this tender:

I. BID REJECTION CRITERIA (BRC)

A) The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

The Bidder shall have experience of successful completion of at least 1 (one) number of contract for carrying out Quantitative Risk Analysis (QRA) and preparation of ERDMP as per PNGRB guidelines of 2010 in the process plants /Installations in upstream or downstream Oil/Gas sectors during the last 04 (four) years ending the last day of the month previous to the one in which bids are invited.

The bidder should have experience in successful completion of similar nature of jobs with PSU/ State or Central Govt. organizations/Public Limited Companies during last 07 (Seven) years ending last day of the month previous to the one in which bids are invited with works of value:

- a. Single contract each costing not less than the amount equal to ₹ 84,14,500.00

OR

- b. Two contract each costing not less than the amount equal to ₹ 52,59,000.00

OR

- c. Three contracts each costing not less than the amount equal to ₹ 42,07,200.00

B. The bidder should have an average Annual turnover during the last 3 (three) years ending 31.03.2013 of at least of ₹ 31,55,400.00

NOTE: "Similar nature of job" mentioned above means experience in Quantitative Risk Analysis(QRA) and preparation of ERDMP as per PNGRB guidelines of 2010 process plants /Installations in upstream or downstream Oil/Gas sectors.

II. TECHNICAL ELIGIBILITY CRITERIA

1.1. The Bidder shall have experience of successful completion of at least 1 (one) number of contract for carrying out Quantitative Risk Analysis (QRA)

and preparation of ERDMP as per PNGRB guidelines of 2010 in the process plants /Installations in upstream or downstream Oil/Gas sectors during the last 04 (four) years ending the last day of the month previous to the one in which bids are invited.

1.2 Bidder must submit the list of "key personnel" that will be engaged to carry out the job. This should include their bio-data and experience in the field with the following minimum criteria:

- (i) The team leader must have at least 2 years' experience in carrying out QRA & Preparation of ERDMP in process plants /Installations etc. of upstream or downstream Oil/Gas sectors with QRA software solution programme.
- (ii) Each member shall submit a brief description stating the educational qualification, other relevant qualifications and experience in the field (duly self-certified) with the following details
 - (a) Organization/company's name
 - (b) Similar Assignment involvement, if any.

III .DOCUMENTARY EVIDENCE:

(1) For proof of Annual Turnover, any one of the following documents (**self-attested/attested**) must be submitted along with the bid:-

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Average Annual Turnover for last 03 years ending March 2013 and nature of business.

OR

(b) Copy of Audited Profit and Loss account for last 03(three years) ending March'2013.

(2) For proof of requisite Experience, the following document/photocopy(**Self Attested/Attested**) must be submitted along with the bid:

Job Completion certificate issued by any Public Sector Undertaking/ Govt. Department / Public Ltd companies should clearly show the following:

- i) Gross value of the job done.
- ii) Contract Number & Date
- iii) Nature of Job done
- iv) Contract Period.

V. Non submission of documents as specified in BRC above will result in rejection of bids.

2.0 BID EVALUATION CRITERIA (BEC): -

2.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) of the tender.

2.3 In case of identical lowest offered rate by more than 01(one) bidder, the selection will be made by draw of lot amongst the bidders offering the same lowest price.

3.0 Commercial:

3.1 Bids are invited under Open –Single Stage Two bid system.

3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.3 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

3.4 The system will not permit to submit any bids after the scheduled bid closing date and time.

3.5 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

3.6 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.

3.7 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a. Performance Bank Guarantee clause
- b. Force Majeure clause
- c. Tax liabilities clause
- d. Arbitration clause
- e. Applicable Law
- f. Liquidated Damage clause

SECTION-I**GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE** : The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **MOBILISATION TIME**: The mobilization of Contractor's equipment & personnel deployed for the service shall have to be completed within 30(Thirty) days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor completes installation of the processing plant in all respect in Duliajan, Assam for the required services duly certified by the Company's authorized representative.

- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of the contract shall be 06 months from the commencement date of the contract. However the duration of the contract may be extended at the discretion of the Company.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English/Hindi Language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.
- 8.0 **TAXES:**
- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company within 6 months of the expiry of the tenure

of the contract or such extended time as the Company may allow in this regard.

- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.8 All local taxes, levies and duties, sales tax, etc. on purchases and sales made by Contractor shall be borne by the Contractor.
- 8.9 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account.
- 9.0 **INSURANCE:**
- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.
- 11.0 **FORCE MAJEURE:**

- 11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence 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 Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first fifteen days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.
- 12.0 **TERMINATION:**
- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is

unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate this Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:**

In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in

accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :

- | | |
|--|--|
| <u>Company</u> | |
| a) <u>For contractual matters</u> | b) <u>For technical matters</u> |
| Head (Contracts) | Head – S & E |
| OIL INDIA LIMITED | OIL INDIA LIMITED |
| PO DULIAJAN - 786602 | PO Duliajan - 786602, |
| ASSAM, INDIA | Assam, India |
| Fax No. 91-374-2803549 | Fax No. 91-374-2800542 |
| Email: contracts@oilindia.in | Email: ajaya_acharya
@oilindia.in |
| c) <u>Contractor</u> | |
| _____ | |
| _____ | |
| Fax No. : | |

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15.0 **SUBCONTRACTING/ASSIGNMENT:**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 **MISCELLANEOUS PROVISIONS:**

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against

all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES

17.1 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 17.1.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.
- 17.1.2 If the Contractor fails to mobilise within 30 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.2 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF THE CONTRACT:

- 17.2.1 In case there is delay in completion of the contract as per the schedule of Completion (as per Sub-Clause 2.4 of Section-I,) due to the reasons attributable to the Contractor, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled completion period till the actual completion period of Contract as defined in Clause 2.4 of Section-I .
- 17.2.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to Complete the work within the stipulated period. In the event of non-completion of the

jobs as per the provisions of this contract, the company reserves the right to claim back the amount already paid to the contractor. Any part/phase completion, barring the final phase, will be regarded as non-completion of the contract and loss of time & cost to the company.

- 17.3 However, the maximum amount of Liquidated Damages for both delay in Mobilization and delay in completion combined shall not exceed 7.5% of total contract value.
- 18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of the estimated one year Contract Price) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 20.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.
- 21.0 **LIABILITY:**
- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility

whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.

- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees,

assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 23.0 **INDEMNITY AGREEMENT:**
- 23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be

caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

26.0 **APPLICABLE LAW:**

26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ Guwahati.

26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The

Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

- 28.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.
- 29.0 **ROYALTY AND PATENTS**: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 30.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

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Special terms and conditions**Introduction:**

The story of Oil India Limited (OIL) traces and symbolizes the development and growth of the Indian petroleum industry. From the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company, OIL has come far, crossing many milestones.

On February 18, 1959, Oil India Private Limited was incorporated to expand and develop the newly discovered oil fields of Naharkatiya and Moran in the Indian North East. In 1961, it became a joint venture company between the Indian Government and Burmah Oil Company Limited, UK.

In 1981, OIL became a wholly-owned Government of India enterprise. Today, OIL is a premier Indian National Oil Company engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG. OIL also provides various E&P related services and holds 26% equity in Numaligarh Refinery Limited.

The Authorized share capital of the Company is Rs. 2000 Crores. The Issued, Subscribed and Paid share capital of the company is Rs. 601.14 Crores. At present, The Government of India, the Promoter of the Company is holding 78.43% of the total Issued & Paid-up Capital of the Company. The balance 21.57% of the Equity capital is held by others.

OIL has over 1 lakh sq km of PEL/ML areas for its exploration and production activities; most of it is in the Indian North East, which accounts for its entire crude oil production and majority of gas production. Rajasthan is the other producing area of OIL, contributing 10 per cent of its total gas production.

Additionally, OIL's exploration activities are spread over onshore areas of KG Basin, Mahanadi Basin, Cauvery Basin, Andaman Basin and Gujarat-Kutch Basin etc. OIL also has participating interest in NELP exploration blocks in Mahanadi Offshore, Mumbai Deepwater, Krishna Godavari Deepwater, etc. as well as various overseas projects in Libya, Gabon, Iran, Yemen, Nigeria, Sudan and Venezuela.

In a recent CRISIL-India Today survey, OIL was adjudged as one of the five best major PSUs and one of three best energy sector PSUs in the country.

SCOPE OF WORK:

The scope of work mainly consists of carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per Codes of practices notified by Petroleum & Natural Regulation Boards (PNGRB)

guide line. Installations to be covered are - OIL's Tank Farm (03 Nos), LPG Plant (01 Nos) & Pipeline Installations (Pump Stations - 13 Nos). The locations of the installations are given below.

(i) Central Tank Farm, Duliajan, (Dist: Dibrugarh, Assam)

(ii) Intermediate Tank Farm, Tengakhat (Dist: Dibrugarh, Assam)

(iii) Central Tank Farm, Moran (Dist: Sibsagar, Assam)

(iv) LPG Plant (Dist: Dibrugarh, Assam)

(v) **Pump Stations:**

1) Pump Station 1, Duliajan (Dist: Dibrugarh, Assam)

2) Pump Station 1B, Tengakhat (Dist: Dibrugarh, Assam)

3) Pump Station 2, Moran (Dist: Sibsagar, Assam)

4) Pump Station 3, Jorhat (Dist: Jorhat, Assam) including tank farm

5) Pump Station 4, Sekoni (Dist: Nagaon, Assam) including balance tank

6) Numaligarh Dispatch Station (Dist: Golaghat, Assam)

7) Pump Station 5, Narengi (Dist: Kamrup, Assam) including balance tank

8) Pump Station 6, Bongaigaon (Dist: Bongaigaon, Assam) including balance tank

9) Pump Station 7, Madirahat (Dist: Jalpaiguri, West Bengal) including balance tank

10) Rangapani Terminal, Siliguri (Dist: Darjeeling, West Bengal)

11) Pump Station 8, Sonapur (Dist:, West Dinajpur, West Bengal) including balance tank

12) Pump Station 9, Domar (Dist: Katihar, Bihar) including balance tank

13) Pump Station 10, Barauni (Dist: Begusarai, Bihar) including balance tank

For each installation mentioned above, the QRA & Preparation of ERDMP shall be distinct & appropriate to meet the requirement.

OBJECTIVE:

1.0 To Carry out Quantitative Risk Analysis (QRA) and develop an Emergency Response and Disaster Management Plan as per the statutory requirement that should be concise and informative so that members of the emergency control

organization are able to quickly refer to the action plan to determine important functions that are being carried out.

2. ERDMP shall be prepared based on the following information: -

- (a) Neighboring population in a 5km radius
- (b) Housing colonies of industries
- (c) Sensitive institutions such as schools, hospitals, religious establishments and old aged homes, etc.
- (d) Cattle and livestock
- (e) Flora and fauna

3. To effectively manage an emergency by using ERDMP not just as reference material for training but shall be made applicable to meet the practical need

4. To prevent casualties in both on-site and off-site.

5. To reduce damage to property, machinery, public and environment;

6. To develop the state of readiness for a prompt and orderly response to an emergency and to establish a high order of preparedness (equipment, personnel) commensurate with the risk.

7. To provide an incident management organogram with clear mission and line of authority (incident command system, field supervision, unified command)

8. To ensure an orderly and timely decision-making and response process (notification, standard operating procedure)

A) The scope of Quantitative Risk Analysis (QRA) and ERDMP shall cover the following:

1. The Successful bidder has to submit a Road Map (Schematic Diagram) for QRA and towards final ERDMP at the Kick-off Meeting with OIL before commencement of the assignment.

2. Carryout Quantitative Risk Analysis (QRA). Quantitative Risk Analysis includes identification of Hazards which has great threat to Plant, Property, People & Equipment in each installation, selection of Scenarios, Risk contours, effects & consequences, likelihood estimation and risk summation along with the control measures as per international accepted guidelines.

3. Identify potential Fire/Explosion hazards in the Plant routine / non-routine operations and the activities inside plant premises including the project activities and suggesting appropriate preventive measure.

4. It is suggested to use the latest QRA software solution programme with state of the art technology (best possible technology) for carrying out the QRA.

5. The mitigation measures that attempts to reduce and eliminate the risk or disaster.
6. Study of existing safety measures, procedures and systems for controlling hazard, Handling and storage of hazardous chemicals, Control systems (i.e. failure position, logic, interlocks, power supply reliability).
7. Study & Review the onsite emergency action plan of above OIL installations if available.
8. The preparedness to develop plans for actions when disaster or emergency occur. Reviewing existing systems and procedures for safety and loss prevention.
9. The response that mobilizes the necessary emergency services including responders (Primary, secondary, and tertiary) like police services, fire services, medical services including ambulance, governmental as well as non-governmental agencies.
10. The post disaster recovery with aim to restore the affected area to its original conditions.
11. Preparation of new document for each installation as per the requirement and QRA of the installations.

B) The ERDMP document prepared shall be totally inline to comply the PNGRB (ERDMP) Regulations 2010 and meet the objectives as given in the intent of the PNGRB (ERDMP) Regulations. The plan shall also meet the requirement / include all contents of the On-Site Emergency Plan as per Schedule 11 of the MSIHC Rules, 1989.

C) ERDMP also shall be necessary to comply with relevant statutes, provisions and guide lines but not limited to the following:

(i) Disaster Management Act, 2005 and National Disaster management Guidelines Chemicals Disasters (industrial), April, 2007 and all rules, regulation & Circulars hereunder ,

(ii) Mines Acts, 1952 and all rules, regulation & Circulars hereunder.

(iii) Environment Protection Act, 1986 and all rules, regulation & Circulars hereunder.

D) All check list as per PNGRB code of practice for preparation of ERDMP to be complied.

E) The preparation of ERDMP shall include the discussions with the OIL authorities and the review of the existing Onsite, Off-Site plans and the existing safety management system in order to develop a ERDMP that is concise and informative so that the members of the emergency control organization should be able to quickly

refer to the action plan to determine important functions and to manage the emergency.

F) Develop a state of readiness for a prompt and orderly response to an emergency and to establish a high order of preparedness (equipment, personnel) commensurate with the risk involved.

G) Report should provide an **incident management organogram** with clear missions and lines of authority (Incident Command System, field supervision, unified command).

H) Consequence analysis of accidental releases for scenarios for maximum credible events level.

I) Categorization of all the possible emergencies in Level I, II and III as per the Regulation and inclusion in the ERDMP.

J) Preparation of ERDMP including all the contents as per Section 5 of the PNGRB (ERDMP) Regulations and including Organization Chart & Communication flow chart for emergencies.

K) Integration of the ERDMP of all installation with the ERDMP of Oil India Limited at Field level and Corporate level.

L) Integration of the ERDMP with the STATE DISASTER MANAGEMENT PLAN (SDMP).

M) Integration of the ERDMP with the NATIONAL DISASTER MANAGEMENT PLAN (NDMP).

N) The draft ERDMP shall be submitted to OIL for review and acceptance in soft (editable Word format) and two hard copies.

O) The final ERDMP after review & acceptance by OIL shall be submitted in three Hard Copies as well as Soft Copies in editable Word format & PDF format for use by Oil India Limited.

P) The ERDMP documents submitted to OIL shall be handed to Third Party Inspection Agency (TPIA) empanelled under PNRGB (engaged by Oil India Limited) for certification.

Q) Subsequently finalization of documents shall be done after incorporation of comments, if any, from TPIA to enable us for obtaining TPIA certification after finalisation the ERDMP, 03 (three) hard copies & soft copy of the same will be submitted in editable word format & PDF format. Any comments or modification required for the acceptance of TPIA shall also be done by the party to ensure the completeness of document.

R) The "Final ERDMP" means the document prepared & clearly certified by the TPIA engaged for certification that "the ERDMP completely in line with the PNGRB (ERDMP) Regulations 2010 and complies the requirement of the said Regulation."

S) The content of Emergency Response and Disaster Management Plan (ERDMP): The ERDMP shall include at least the following:

- i) Classification of Emergencies
- ii) Pre-emergency planning
- iii) Emergency mitigation measures
- iv) Emergency preparedness measures
- v) Emergency response procedure and measures
- vi) Emergency organization and responsibility
- vii) Existing resources list and required list as a part of ERDMP.
- viii) Infrastructure requirements
- ix) Declaration of on-site and off-site emergency
- x) Resources of controlling emergencies
- xi) Demographic information
- xii) Medical facilities
- xiii) Evacuation
- xiv) Public relations and information to public
- xv) Emergency recovery procedure
- xvi) Integration of the ERDMP of all installation with the ERDMP of Oil India Limited.
- xvii) Integration of the ERDMP with the STATE DISASTER MANAGEMENT PLAN (SDMP).
- xviii) Integration of the Emergency Action Plan with National Disaster Management Authority (NDMA) guidelines
- xix) Security Threat plan and action plan to meet the eventualities
- xx) Above scope of work is indicative only. Exhaustive scope of work is as per PNGRB Regulation for ERDMP,2010

T) In general, the scope of work shall be as per the job details given in Scope of Work and Schedule of Rates.

U) Above scope of work is indicative only. Exhaustive scope of work is as per Petroleum and Natural Gas Regulatory Board (Codes of Practices for Emergency Response and Disaster Management Plan (ERDMP)) Regulations, 2010

V) If Competent Authority of OIL feels it is necessary, Mock Drills (On-site) for one or more than one or each installation need to be conducted to test the efficacy of the ERDDP devolved after certification but before the release of the final payment as per Payment Term (Sl No 4).

W) If Competent Authority of OIL feels it is necessary, Mock Drills (Off-site) in two installations (one in Dibrugarh District and another at any one of the pump stations) need to be conducted to test the efficacy of the ERDDP devolved after certification but before the release the of final payment as per Payment Terms (Sl No 10.0)

A.SPECIAL TERMS & CONDITIONS

1.0 GENERAL:

As per PNGRB guidelines, the inspection bodies who have been empanelled for certification of ERDMP cannot be engaged for consultancy of ERDMP.

2.0 DATA COLLECTION, ANALYSIS & PREPARATION:

Data collection, analysis & preparation of required Plan are the sole responsibility of the contractor. However, the concerned Installation Manager with the consent of Engineer-in Charge will hand over the copy of available information which will be required AS PER SCHEDULE III OF CODES OF PRACTICES FOR EMERGENCY RESPONSE AND DISASTER MANAGEMENT PLAN REGULATIONS 2010 within three working days to the team leader/representative of consultant on his request. The information as per SCHEDULE III OF CODES OF PRACTICES FOR EMERGENCY RESPONSE AND DISASTER MANAGEMENT PLAN REGULATIONS 2010 are given below:

2.1.Location Plan of the Installation indicating neighbouring details up to a distance of 5 kms from the installation in each direction.

2.2.Site plan of the installation showing a complete layout of the installation indicating boundary walls, exit & entry gates and location of various facilities

2.3.Layout of Fire Water Systems and Fire Fighting Equipment details.

2.4.Line block diagram of manufacturing process and Process Flow Diagram (PFD)and P&ID diagram if available of each unit

2.5. Material Safety Data Sheet (MSDS) for all hazardous chemicals stored, handled, produced and transported in the installation.

2.6. Internal and External Emergency contact numbers and addresses of Police, Fire Station, Hospitals, Mutual Aid Industry, DGMS, OISD, PNGRB, State Pollution Control Board, PESO, etc.

2.7. Pipeline route map and details of various facilities such as sectionalizing Valve (SV), intermediate Pigging (IP) stations, Intermediate Pumping Stations (IPS) across pipeline route, (Repeater station) etc.

2.8. Addresses and Telephone Directory of Technical Support Services such as Environmental Laboratories, Fire Fighting Chemical suppliers, Public and Private Consultant associated with emergency handling, Aviation Medical Services, if any.

3.0. ENGINEER-IN-CHARGE [EIC]/ OFFICER IN CHARGE [OIC]

3.1. "GM [HSE]/Head [S&E]", OIL India Limited shall nominate the "Engineer-in-Charge [EIC]/Officer in Charge [OIC]" for the work under this Contract.

3.2. The "EIC/OIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.

3.3. The "EIC/OIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

3.4. The decision of "EIC/OIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

4.0. REPRESENTATIVE OF THE SERVICE PROVIDER

4.1. The successful bidder (here after referred as "bidder" in place of "successful bidder") shall nominate a qualified and experienced person as its Representative who will be the contact person between OIL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Bidder shall notify OIL in writing prior to the appointment of a new representative. Bidder's representative may be replaced only with OIL's consent after getting approved his CV's from OIL. OIL shall be at liberty to object to any nomination and to remove bidder's representative for good causes. *The bidder* shall replace immediately such person by competent substitute at no extra cost to OIL.

4.2. The bidder's Representative should be able to act with respect to any decisions to be made under the Contract.

4.3 Bidder's representative may be **from the key personnel submitted under Para 1.1 of TECHNICAL ELIGIBILITY CRITERIA (II)**

4.4 Bidder must submit the list of "key personnel"

5.0.PERFORMANCE OF DUTIES AND SERVICES BY THE SUCCESSFUL BIDDER

5.1. Bidder shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Contract.

5.2.Representative of Bidder, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

5.3. Bidder shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

5.4. Bidder will maintain for the performance of personnel under the Contract, as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of OIL.

6.0.SITE-INFORMATION/SITE-VISIT

6.1. Oil India Limited (OIL) a Navratna Public Sector Under taking under MOP&NG is engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas in India, selective presence in Pan Asia and the World. In the North Eastern part of India, OIL has its production facility in Assam and Arunachal Pradesh on the other hand Pipeline installations are situated in Assam, West Bangle and Bihar. As a part of the HSE management, Emergency Response & Disaster Management Plan prepared in-house is in place in OIL's installations (As per details in 20.2).

6.2. As per detail Scope of Work mentioned & their respective Jurisdictions. Therefore it is understood that before quoting the rates; the bidder has visited the work sites of all above installations and has acquainted himself fully with the nature and quantum of the job to be carried out by him. Ignorance of this will not be considered after award of work. The agency will be responsible to complete the entire job in all respects and any of the work necessary to complete job though specifically not covered in the Scope of Work. OIL reserves the right to award the work in parts between two or more parties in case such a division found to be advantageous to OIL.

Note: Definition of Mine & installation shall be as per Mines Act'1952 and OMR'1984

7.0. Methodology, Data and Safety:

The job shall be as per the scope of work and OIL will provide necessary data about the plant and required data as per consultant demands however,

7.1. Bidder should submit the methodology of Preparation of ERDMP for all Installation plan along with the offer (As per the details given in SOW).

7.2. Bidder is advised to visit the plant before submitting the bids in order to know the nature of process, hazard involved and topography of the plant of OIL at different District.

7.3. All the data /information/description/documents/papers etc provided by OIL for execution of job shall be treated as confidential. To maintain the secrecy of these documents and information shall lie with the party. These documents and information shall not be shared/published in any forum intentionally or unintentionally, failing of which legal action as deemed fit may be initiated by OIL against the party.

8.0.SUBMISSION OF REPORT PRIOR TO PREPARATION OF ERDMP:

8.1. Based on wide experience of the *successful bidder*, the ERDMP report should render the guidelines / supporting documents to comply the major recommendations if any.

8.2. *Successful bidder* has to submit the progress report of each activity as and when required by OIL, Management. The progress shall indicate the percentage of progress at the time of report.

9.0.TIME SCHEDULE:

The time schedule for completion of survey with submission of final reports is within the contract as per the tender document. Within this period Bidder shall submit the draft report of ERDMP prepared and after receipt of OIL's comment on draft report, final report of ERDMP to be submitted for certification. Procedure as mentioned in `Submission of Report` to be followed.

10.0.TERMS OF PAYMENT

PAYMENT TERMS

1. Payment shall be made to the bidder after Preparation of ERDMP as per Codes of practices notified by Petroleum & Natural Regulation Boards (PNGRB) of all Installations as per the payment schedule noted below.
2. The bill shall only be released within 15 days after successful submission and acceptance of final report both hard & soft copies.
3. The payment shall be made after duly certified by Engineer-in-Charge.
4. Bill shall be forwarded in three copies to Engineer-in-Charge.
5. The payment Milestone shall be as follows:

Sl. No.	Milestones	% of charges
1.	On submission of draft report to OIL	50%
2.	On submission of final report & Acceptance by OIL for onward submission for final Certification	30%
3.	After incorporation of suggestion if any, as given by the certifying agency as per guidelines of PNGRB	15%
4.	Final Certification by Certifying agency	5%

11.0. CONFIDENTIALITY:

11.1. The bidder shall maintain complete secrecy of information, documents, data etc. relating to this study. The information shall not be disclosed to any agency without prior approval of OIL India Limited.

11.2. Consultant/OIL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and knowhow given to him by OIL/Consultant without the prior written consent of the latter.

11.3. Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

12.0. SUB-LETTING AND ASSIGNMENT:

The bidder shall not without previous consent in writing of the OIL, sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other bidder. Any such assignment/subletting shall not absolve the bidder from all or any of this obligation duties and responsibilities, under the contract. In case of subletting without permission, the contract can be terminated forthwith.

13.0. INSURANCE:

The bidder shall provide insurance to cover his men, material, machinery and equipment. The OIL shall not be liable to any claim for accident/loss / theft during execution of work or during the transportation / stay.

14.0.COMMENCEMENT OF WORK

14.1. The Successful bidder should start the job within 15 days of Issue of LOA

14.2. The bidder shall discuss with EIC, with detailed plan and methodology of work, before commencement of job for different Installation under OIL.

14.3. The bidder shall provide after consultation with a tentative time schedule for the job so that respective installation can be prepared well advance.

15.0. IDENTITY CARDS

The Vendor shall arrange to make 'photo gate-passes', 'vehicle-passes', etc. for all his personnel, vehicles, etc. for working inside the installation and Township area premises, at his own cost and as per the rules of OIL.

16.0. ACCOMMODATION AND TRANSPORTATION

16.1. Charges for site accommodation transportation, to & fro journey, boarding & incidental, etc. shall be borne by the vendor, OIL will not take any responsibility on accommodation & transportation.

16.2. If any situation arises where OIL has to provide boarding, lodging, conveyance or any other facility, the cost will be deducted from the contract value equal to the amount quoted by the contractor for the similar item in their Budgetary Quotation.

17.0. MODIFICATION/ CHANGE REQUEST

If it is felt that a modification is required in contract other than price which is essential for successful completion of contract, OIL reserves the right to place a change request after approval of competent authority of OIL. However any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

18.0. ADDITION OF NEW INSTALLATION IN THE CONTRACT

If it is felt that a new installation is required to be included in addition to the number of installations mentioned in LOA, OIL reserve right to place such request after approval of competent authority of OIL under same contract. However any addition to the contract shall not be binding unless made in writing and agreed by both the parties.

19.0. HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**19.0.SCOPE**

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

19.2. ADHERENCE TO SAFETY REGULATIONS

19.2.1. Contractor has to follow all the safety rules and regulation of OIL India Limited within the Installation is mandatory.

19.2.2. All personnel of Contractor, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with all safety precautions to be followed in the workplace. The Bidder shall abide by the advice and guidance of the Installation/Safety officer/EIC in the workplace. In addition, the Bidder shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire-hazards.

19.2.3. The timing for conducting the survey will be normally from 07:30 Hrs to 03:30 Hrs on all working day.

19.2.4. OIL India Limited will not be responsible for any accident/mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

19.2.5. OIL India Limited shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

19.2.6 .Before commencing the study Contractor has to give the planning well in advance at least 07 days earlier.

19.2.7.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.

19.2.8. All the personnel employed by the contractor shall attend the safety briefing conducted by OIL prior to start the shooting to aware about hazard, risk and safety.

19.2.9. OIL will brief hazard and risk during the job.

19.2.10. Any compensation arising out of the job carried out by the Contractor whether related to damage of equipment will be borne by the contractor only.

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

19.2.12. The contractor employee deployed should be of medically sound health.

19.2.13. 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.

19.3. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

19.3.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

19.3.2. The Contractor shall ensure that the OIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.

The contractor's HSE Management System should show align to that of OIL's HSE Management System

19.3.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.

19.3.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors if applicable] as brought out during review/audit by OIL / external agency authorized by OIL, shall be complied by Contractor and its report to be submitted to OIL.

19.3.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, OIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with OIL.

19.3.6. All fatal accidents and other personnel accidents shall be investigated for root cause by OIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

19.3.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent and should have approval of DGMS if applicable.

Part IV SCPME#

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CDI 4024P15

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

Schedule of company's Plants, Materials and Equipments :SCPME: PART-IV

Not Applicable

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

SUB: SAFETY MEASURES

Description of work/service:

Service for Carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per the requirement and Guided by Codes of practices for Emergency Response & Disaster Management Plan (ERDMP) of Petroleum & Natural Gas Regulatory Board (PNGRB) in 17 Nos of installations of Oil India Ltd

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. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Yours Faithfully

Date _____

M/s _____
FOR & ON BEHALF OF BIDDER

INTEGRITY PACT

Between

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

And

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

PREAMBLE:

The Principal intends to award, under laid down organizational procedures, contract/s for

*Service for Carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per the requirement and Guided by Codes of practices for Emergency Response & Disaster Management Plan (ERDMP) of Petroleum & Natural Gas Regulatory Board (PNGRB) in 17 Nos of installations of Oil India Ltd **(IFB No. CDI 4024P15)***

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

(A) 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.

- (B) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

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

Witness 1:

Date:

Witness 2:

PROFORMA - I
BID FORM

To
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

Sub: IFB No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated)___ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company’s LOA.

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

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

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

Dated this _____ day of _____ 2014.

Signature and seal of the Bidder : _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA - II
LETTER OF AUTHORITY

To,
THE HEAD (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN
DIST. DIBRUGARH
ASSAM # 786 602

Sir,

Sub : IFB No. _____

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: _____ for hiring of *Service for Carrying out Quantitative Risk Analysis (QRA) and preparation of Emergency Response & Disaster Management Plan (ERDMP) as per the requirement and Guided by Codes of practices for Emergency Response & Disaster Management Plan (ERDMP) of Petroleum & Natural Gas Regulatory Board (PNGRB) in 17 Nos of installations of Oil India Ltd*

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

Yours Faithfully,

Signature : _____
Name : _____
Designation : _____
For & on behalf of : _____

Note : This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

PROFORMA - III**STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the "**Statement of Compliance**" in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

ANNEXURE- I

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

Name :

FULL Address :

Phone Number :

Mobile Number :

E-mail address :

Fax Number :

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

Bank Name :

Branch :

Address of the Bank :

Bank Code :

IFSC/RTGS Code of the Bank :

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number :

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other
format acceptable to Oil India Ltd.**

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts),
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (* _____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ____ day of _____ 2012.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

