

E-TENDER CDI4854P15

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. DULIAJAN-786602, ASSAM
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services.

IFB No.	CDI4854P15
Description of Service	HIRING OF SERVICES FOR PAINTING OF OIL’S 08 NOS. DRILLING RIG PACKAGES WITH ACCESSORIES FOR A PERIOD OF 4(FOUR) YEARS IN OIL’S OPERATIONAL AREAS OF ASSAM AND ARUNACHAL PRADESH
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	17.09.2014 TO 28.10.2014
Bid Closing / Opening Date & Time	04.11.2014 (11:00 HRS / 14:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 2000.00
Bid Security (EMD)	Rs. 49000.00 The Bid Security should be in the form of a BANK DRAFT / BANKER’S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 01.06.2015) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time. A scanned copy of this document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

2.0 For participation, the interested Bidder(s) should submit / send application along with the requisite Cost of Bid Document to reach the following address within the period of sale (inclusive both the days i.e. start date & end date) of Bid document :

**HEAD-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN,
DISTRICT: DIBRUGARH, PIN- 786 602 (ASSAM)**

2.1 Cost of Bid Document (Non-Transferable and non-refundable) is to be paid to Oil India Limited, P.O.- Duliajan, Assam-786602 by Demand Draft / Banker’s Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan.

2.2 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI4854P15

Description of Services: Hiring of services for Painting of OIL’s 08 nos. drilling rig packages

2.3 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL’s e-tender prior to this tender.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.3 (i) above and will be allowed to participate in the bidding

E-TENDER CDI4854P15

through OIL's E-Procurement portal.

4.0 SALIENT ELIGIBILITY CRITERIA:

(A1) EXPERIENCE:

- a) The bidder must have experience of structural painting using mechanical cleaning, sand/grit blasting, primer coating, epoxy painting during the last 7 years reckoning from technical bid closing date.
- b) The average annual financial turnover of the bidder, during the last 3 years ending 31st March 2013 should be at least **Rs. 29.10 Lakhs (Rupees Twenty Nine Lakhs Ten Thousand only)**.
- c) The Bidder must have experience of successfully completing similar nature of works during last 7 years reckoning from the Bid closing date, either of the following:
 - i. 3 (Three) similar completed works each costing not less than the amount equal to **Rs. 38.80 lakhs (Rupees Thirty Eight Lakhs Eighty Thousand only)**.
OR
 - ii. 2 (Two) similar completed works each costing not less than the amount equal to **Rs. 48.50 lakhs (Rupees Forty Eight Lakhs Fifty Thousand only)**.
OR
 - iii. 1 (One) similar completed works costing not less than the amount equal to **Rs. 77.60 lakhs (Rupees Seventy Seven Lakhs Sixty Thousand only)**.

“Similar nature of works/jobs” means structural painting work involving mechanical cleaning, grit blasting, primer coating, epoxy painting, rust removing.

NOTE:

- a) The bidder should provide documentary evidence supporting their above minimum experiences (viz. copies of LOA/LOI with contract documents showing detailed scope of work carried out along with the Bid. The bidder should also submit the completion certificates from the client against successful completion of the contract along with the Bid.
- b) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid:
 - i) A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business.
 - ii) Audited Balance Sheet and Profit and Loss account.

(A2) TOOLS AND EQUIPMENT:

- a) The bidder should have the entire necessary tools and equipment required for grit blasting, cleaning with solvent or diesel as and when required for painting. Bidder must submit in their technical bid detail list of tools & equipments required for the job indicating its use as per the scope of work. All other consumables like paints, brushes etc shall have to be provided by the bidder.

5.0 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.

6.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

7.0 The details of IFB / Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.

8.0 In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

DATE: 15.09.2014

HEAD- CONTRACTS
FOR RESIDENT CHIEF EXECUTIVE

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

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

DESCRIPTION OF WORK/ SERVICE:

HIRING OF SERVICES FOR PAINTING OF OIL'S 08 NOS. DRILLING RIG PACKAGES WITH ACCESSORIES FOR A PERIOD OF 4(FOUR) YEARS IN OIL'S OPERATIONAL AREAS OF ASSAM AND ARUNACHAL PRADESH

LOCATION : OIL's operational areas of Assam & Arunachal Pradesh.

CONTRACT PERIOD : 4 years from the date of commencement.

BID SECURITY : **Rs. 49,000.00 (RUPEES FORTY NINE THOUSAND ONLY)**

BID CLOSING/ OPENING DATE & TIME : **04.11.2014** (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide Demand Draft / Banker's Cheque / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

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

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

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid i.e minimum upto 01.06.2015)** from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit 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. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

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

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

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

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.

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

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

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

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

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

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

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

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

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

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

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

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of

affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

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

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

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

Forwarding Letter.

Instruction to Bidders

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-**Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas and Annexures

SPECIAL NOTE:

Please note that all tender forms (**Forwarding Letter, 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-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid**) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.

a) ORIGINAL BID SECURITY

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

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

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only. No price should be given in above c-Folder; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

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

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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: Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No.: 91-44-2834-2444(Res), 91-9600144444(Cell); E-mail : gopalaswamin@gmail.com; Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell); E-mail: rcagarwal@rediffmail.com have been appointed as Independent External Monitors).

22.0 SCREEN SHOTS:

Display RFx Response:

Go to this Tab “Technical RFx Response” for Uploading “Un-priced Techno-commercial Bid”.

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

RFx Response Number 60006452 RFx Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 4

RFx Information Items **Notes and Attachments** Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Partners and Delivery Information

Details Send E-Mail Call Clear

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

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

Edit RFx Response:

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

Area for uploading Priced Bid**

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

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

RFx Information Items **Notes and Attachments** Conditions

Notes

Add Clear

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

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

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

Note :

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

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

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

**IFB NO. CDI4854P15
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab “Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab “Amendments”] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:**(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of Bid Security should be sent separately to reach on or before Bid opening date and time.
- (vi) Integrity Pact.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in e-Folder link (collaboration link) under “Technical RFx Response” Tab Page.

(B) PRICED BID:

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

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

6.0 PERIOD OF VALIDITY OF BIDS:

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

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

7.0 FORMAT AND SIGNING OF BID:

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

8.0 SUBMISSION OF BIDS:

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

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

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

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

10.0 LATE BIDS:

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

12.0 EXTENSION OF BID SUBMISSION DATE:

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

13.0 BID OPENING AND EVALUATION:

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

In Technical bid opening date, only Collaboration Folder(C-Folder) will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx Tab Page only.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

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

13.3 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

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

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

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

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

16.0 AWARD CRITERIA:

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

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

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

18.0 NOTIFICATION OF AWARD:

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

19.0 SIGNING OF CONTRACT:

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

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

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

19.4 The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used

by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

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

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

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

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Invoice Serial No.....

Oil India Limited, Duliajan, Assam

Invoice Date.....

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

Signature of Proprietor/partner

BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**I) BID REJECTION CRITERIA (BRC):**

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

(A) TECHNICAL:

Non-compliance of the following criteria shall make the bid non-responsive and the bid shall be rejected outright without asking for any clarification.

(A1) EXPERIENCE:

a) The bidder must have experience of structural painting using mechanical cleaning, sand/grit blasting, primer coating, epoxy painting during the last 7 years reckoning from technical bid closing date.

b) The average annual financial turnover of the bidder, during the last 3 years ending 31st March 2013 should be at least **Rs. 29.10 Lakhs (Rupees Twenty Nine Lakhs Ten Thousand only)**.

c) The Bidder must have experience of successfully completing similar nature of works during last 7 years reckoning from the Bid closing date, either of the following:

i. 3 (Three) similar completed works each costing not less than the amount equal to **Rs. 38.80 lakhs (Rupees Thirty Eight Lakhs Eighty Thousand only)**.

OR

ii. 2 (two) similar completed works each costing not less than the amount equal **Rs. 48.50 lakhs (Rupees Forty Eight Lakhs Fifty Thousand only)**.

OR

iii. 1 (one) similar completed works costing not less than the amount equal to **Rs. 77.60 lakhs (Rupees Seventy Seven Lakhs Sixty Thousand only)**.

“Similar nature of works/jobs” means structural painting work involving mechanical cleaning, grit blasting, primer coating, epoxy painting, rust removing.

NOTE:

a) The bidder should provide documentary evidence supporting their above minimum experiences (viz. copies of LOA/LOI with contract documents showing detailed scope of work carried out along with the Bid. The bidder should also submit the completion certificates from the client against successful completion of the contract along with the Bid.

b) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid:

i) A certificate issued by a practicing Chartered/ Cost Accountants' Firm, certifying the Annual Turnover and nature of business.

ii) Audited Balance Sheet and Profit and Loss account.

(A2) TOOLS AND EQUIPMENT:

a) The bidder should have the entire necessary tools and equipment required for grit blasting, cleaning with solvent or diesel as and when required for painting. Bidder must submit in their technical bid detail list of tools & equipments required for the job indicating its use as per the scope of work. All other consumables like paints, brushes etc shall have to be provided by the bidder.

(B) COMMERCIAL:

B.1 The quoted rates by the bidder(s) must be firm during the performance of the contract and not subject to variation on any account. Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

B.2 Bid security shall be furnished as a part of Un-priced Techno-Commercial Bid. The amount of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e minimum up to **01.06.2015**.

B.3 Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.

B.4 Bid received in the form of Telex / Cable / Fax / E. mail will not be accepted.

B.5 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

B.6 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bidding Format attached under “Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under **“Technical RFx Response”** Tab Page only.

B.7 The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

B.8 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

B.9 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

B.10 Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.

B.11 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 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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.

II) BID EVALUATION CRITERIA (BEC):

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

2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total financial implication (T) calculated as below:

Total estimated Cost of the contract (T) = 16 x (TA + TB), where

TA = Total of the quoted price as per Annexure - A

TB = Total of the quoted price as per Annexure - B

Evaluation shall be carried out as per total quoted contract cost as per Price bid format.

BIDS WILL BE EVALUATED EXCLUSIVE OF SERVICE TAX.

NOTE: The volume of job mentioned in Annexure A & B are estimated volume only and actual volume may differ during execution. However, payment will be made as per actual job done as per line item at determined contract rate. The Amounts/Rates are inclusive of all applicable taxes but **EXCLUDING Service Tax.**

III) AWARD OF CONTRACT:

Award of contract will be done as under:

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable total financial implication (T) worked out as per BEC criteria as above.
- (b) The lowest evaluated bidder (L-1) bidder will be offered the contract for providing the requisite services.
- (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

IV) GENERAL:

- 1. In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.
 - 2. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before fifteen days from the date of clarification sought by the Company, failing which the bid will be summarily rejected.
 - 3. In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
 - 4. The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
 - 5. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
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**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com**

DESCRIPTION OF WORK/SERVICES:-

Hiring of Services for Painting of OIL's 08 nos. drilling rig packages with accessories for a period of 4(Four) years in OIL's operational areas of Assam and Arunachal Pradesh

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at OIL's operational areas of Assam & Arunachal Pradesh. .
b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
 - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

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

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

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

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

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

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

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

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

8. The duration of the contract shall be **208 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

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

20. Special Conditions

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

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

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

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

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

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

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. SET OFF CLAUSE:-

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract completion date subject to a maximum ceiling of 7.5% of contract value .

28.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

29.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified

against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

30.0 LIABILITY:

30.1 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.

30.2 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 there from.

30.3 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.

30.4 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.

30.5 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 therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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 there from.

30.7 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.

30.8 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.

31.0 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.

32.0 INDEMNITY AGREEMENT:

32.1 Except as provided hereof CONTRACTORS 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 AUDITOR'S employees, agents, Contractors and subcontractors 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.

32.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTORS 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, Contractor and subcontractors 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.

33.0 APPLICABLE LAW:

33.1 This 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 at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

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

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

by the hand of

its Partner/Legal Attorney

(Signature of Contractor or his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____
(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: HIRING OF SERVICES FOR PAINTING OF OIL'S 8 (EIGHT) NOS. OF DRILLING RIG PACKAGES WITH ACCESSORIES FOR A PERIOD OF 4 (FOUR) YEARS IN OIL'S OPERATIONAL AREAS OF ASSAM AND ARUNACHAL PRADESH.

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

Item No.	Description of Services	UOM	Quantity
10	Jobs completed as per Annexure-A	LUMPSUM	16
20	Jobs completed as per Annexure-B	LUMPSUM	16

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted cost. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates shall be quoted as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
4. Mobilisation Period: 30 (thirty) days from the date of issue of LOA.
5. Tenure of Agreement: 4 (Four) Years from the Date of Commencement of Contract.
6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

SPECIAL TERMS AND CONDITIONS**A. BOARD SCOPE OF WORK:**

1.0 Scope of the work under the contract includes but not limited to the services of mechanical cleaning, sand/grit blasting, rust transformer technique and painting of 8 Nos. of Drilling rig packages. Manpower, equipments & consumables required for the jobs shall have to be provided by the contractor.

2.0 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. The date of issue of Letter of Award (LOA) by Company to the Contractor shall be the Effective Date of the Contract.

3.0 MOBILISATION PERIOD:

(i) 30 (thirty) days from the date of issuance of LOA. Mobilisation shall be treated as complete once contractor's personnel arrive at the office of Head-Drilling (Planning) at Duliajan for preliminary discussion and inspection of the available rig packages.

(ii) Contractor shall have to mobilise his crew with tools, equipments and consumable for carrying out the first job (Rig) within 30 days of receipt of notice from Drilling department after completion of initial mobilisation.

4.0 DATE OF COMMENCEMENT OF CONTRACT: The date on which the contractor completes mobilisation of his crew along with consumables and tools & equipments to carry out the first job after receiving notice from Drilling department, shall be considered as commencement date of the contract.

5.0 DURATION OF CONTRACT: Duration of contract shall be of 4 years from the date of commencement of the contract.

6.0 SCHEDULE OF PAINTING: The contractor shall have to paint 8 Nos. of Drilling rig packages once in 2 year period. That is, one rig shall have to be cleaned and painted twice during the contract period. The rigs shall be handed over to the contractor for the required services in a staggered manner and upon availability as decided by Company.

7.0 The details of the rig package and the schedule of painting are given in Annexure-A and Annexure-B.

8.0 The painting of rig packages which includes the items mentioned in the Annexure-A and Annexure-B should be carried out by application of one coat of primer and two coats of epoxy paints as per the colour schedule. Equipments, accessories, painting guns, brush, consumables which include all kind of paints as per detail given in the technical specification, sufficient number of painters to complete the job within specified time frame are in the scope of work.

B. SCHEDULE OF PAINTING OF DRILLING RIGS PACKAGES:

1.0 Mechanical Cleaning: The job includes cleaning the surfaces thoroughly using wire brushes, chipping hammers, emery sheets. Chemicals etc. to remove traces of loose paint, grease and rust.

2.0 Sand/Grit Blasting/Rust Transformer: The job includes chipping, scrapping and necessary surface cleaning through abrasive blasting (grit) so that the surface is cleaned and all traces of paints and other foreign materials are removed. External surfaces or any other steel structure of the rig package where sand/grit blasting is not feasible, Rust Transformer should be used for surface preparation.

3.0 Painting of rig package & rig ancillaries as listed at Annexure – A & B. However the actual area and number of equipments to be painted may vary and shall depend on availability during execution phase of the contract.

4.0 Supply of paints of required quality and colours as specified at Annexure – A & B, supply of labour and all accessories required for accomplishing the job are in contractor's responsibility.

5.0 After the completion of surface preparation as per the area given in the Annexure-A & Annexure-B, OIL shall deploy a representative to inspect the quality of the surface preparation. Next phase of painting i.e. coating of primer and then final coats of enamel paints shall be carried out by the contractor only after getting approval from OIL's representative.

C. TECHNICAL SPECIFICATION & REQUIREMENT:

1.0 Primer coat: Primer coat of red/zinc chromate primer (30-35 microns) thick followed by required coat of first quality enamel paint of approved shade as per OIL's requirement to be applied after surface preparation is completed which is to be offered for inspection by Oil's representative and had to be accepted by OIL's representative.

2.0 Epoxy Painting: Epoxy painting after matching primer coat (epoxy zinc phosphate red primer) of 40 microns thick per coat.

3.0 Heat resisting Aluminium painting: Two coats of silicon aluminium paint 20 microns thick each coat directly applied after cleaning to withstand temperature up to 600 Deg Celsius.

4.0 Non corrosive synthetic painting: Single coat of non-corrosive synthetic paint of 40 micron thick of black in color to paint all skids as per the schedule of painting.

5.0 Non corrosive acid-alkaline resistant painting: Single coat of acid-alkaline resistant paint of 40 micron thick of black in colour to paint inside of all Mud tank system and Pre-flush Tank.

NOTE:

1.0 Colour shades shall be as mentioned in Annexure - A & B.

2.0 Paints of Asian, Shalimar, Berger, J & N, ICI, Nerolac, Dulex manufactured make shall only be acceptable. The specifications regarding quality of paint for different surfaces should be as specified at Annexure-A&B. In the event of discrepancy if any between specification as given in this schedule and the manufactures recommendation, the latter will take precedence over the former.

3.0 For painting of structural work, measurement of surface area is calculated as 20 sq. M/Ton at places where direct calculations are difficult (e.g Mast & substructure.)

4.0 All skids should be epoxy painted only irrespective of the paint system ordered for the total unit.

5.0 Rates mentioned in schedule of rate are inclusive of material, labour, curing, mobilization, transportation, winding up charges and inclusive of all applicable taxes and duties.

6.0 If Surfaces are painted shabbily or through unskilled workers and are unsatisfactory as per the opinion of OIL, it will be required to be repainted afresh for which no extra payment will be made.

7.0 Crane and compressed air/electricity if needed to carry out painting will be provided free of charge for carrying out the job. In case of power or crane, no claim towards standby or waiting charges shall be entertained. Contractor has to put up requirement of crane, air compressor, electricity in advance to avoid any waiting period.

D. SPECIAL CONDITIONS OF CONTRACT:

1.0 For execution of the jobs, the contractor shall use his persons, equipment and consumable, gases, spray gun, brushes, HSD, all tools and tackles etc.

2.0 Contractor shall provide transportation of his persons, materials and equipments from his workshop to various drill sites or any other designated site OIL chooses to consider under its operational area. Crane and compressed air/electricity facilities if required to carry out the painting jobs will be provided free of charge by OIL but no claims whatsoever by the party be applicable in case, work is hampered due to non-availability of power or crane.

3.0 The contractor shall maintain sufficient stock of all types of consumables required for the service to undertake the work assigned by OIL but no payment will be made to party for holding the stock.

4.0 Inspection shall be carried out by authorized representative of OIL at the place where the painting job is being carried out by the party in the midst of the work under progress. OIL's representative shall certify the completion of the painting of the rigs and equipment in the following stages.

- i) Complete mobilization of consumables and equipment to designated site.
- ii) Process Inspection in the midst of work progress particularly after surface preparation prior to primer application.
- iii) Final Inspection.

5.0 Each rig will be offered for painting twice during 4 years of contract period. However under unavoidable circumstances OIL may not be able to offer the rigs twice in the 4 years period. In this situation, contract period shall be suitably extended.

6.0 JOB COMPLETION SCHEDULE:

6.1 The actual schedule of work will be decided by Drilling support section of the Drilling Department of OIL. The rig painting job inclusive of grit/sand blasting/ rust transformer as per the painting schedule in Annexure - B must be completed within 15 days of time. Painting of other ancillary jobs as per the Annexure – A should also be completed as per the instruction of authorized person of OIL. The job for rig painting may be offered to the contractor as per the convenience of the Drilling Support section of the drilling department and must be carried out under its instruction and monitoring.

6.2 The painting job as per the schedule in the Annexure –A to be carried out as per the instruction given by the Head Drilling Support as per the convenience. The whole painting job of a Rig and its rig package shall be under the control of Head Drilling Support of the Drilling Department.

6.3 One job of painting shall be considered complete if and only if painting is carried out and completed as per the painting schedule given in Annexure - A and Annexure - B. However the job may be split into two jobs, one job as per schedule in Annexure-A and the other as per schedule in Annexure-B and may be completed as per the convenience and operational demand at that moment of time as decided by the Head Drilling Support.

6.4 The discretion of schedule of painting of each of the Rigs twice during the contract period solely lies with the Head Drilling Planning of the Drilling Department. A total number of 16 jobs of painting rig packages as per Annexure-A and Annexure-B will be offered to the contractor during 4 years of contract period. The time gap of approximately 2 (two) years between one job to the next job in the same rig shall try to be maintained as per practicable.

7.0 HEALTH SAFETY AND ENVIRONMENT:

7.1 It will be solely the Contractor's responsibility to fulfil all the statutory 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.). Contractor shall ensure that sub-contractors hired by him, if any, comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE requirements by the sub or sub-sub contractors.

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

7.3 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members have no right to refuse to follow any instruction given by company's competent representative for safe operation.

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

- 7.5** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 7.6** The contractor shall have to report all incidents including near miss to departmental representative of OIL.
- 7.7** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the whole the contract period.
- 7.8** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 7.9** Contractor must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employees act or omissions at work.
- 7.10** Contractor must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 7.11** In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 7.12** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures; company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 7.13** The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 7.14** 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.
- 7.15** Contractor shall take complete responsibility to maintain the workplace from any kind of pollution arising out of the activities of the contractor.

8.0 STATUTORY ACTS:

The contractors are solely responsible for compliance of the Central/State Government statutes and regulations effecting the operation of the services under this Agreement as may be in force from time to time and shall particularly include but not be limited to the following.

- a) The Contract Labour (Regulations & Abolition) Act, 1970.
- b) The Minimum Wages Act, 1948.
- c) The Employees Provident Fund & Miscellaneous Act, 1952.
- d) The Oil Mines Act, 1972 and Oil Mines Regulation, 1984
- e) The Workmen Compensation Act, 1923
- f) Industrial Disputes Act, 1947
- g) Industrial Employment (Standing Order) Act, 1946
- h) Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
- i) Payment of Wages Act, 1936
- j) Any other Act as applicable from time to time.

9.0 OBLIGATIONS:

9.1 Oil India Limited:

- a) Necessary assistance will be provided by OIL to carry out the jobs as per the scope of work at the designated site smoothly and efficiently.
- b) OIL will provide crane services as and when needed by the contractor but prior information of the requirement of crane must be given to OIL.

9.2 The Contractor:

- a) The Contractor shall observe and abide by all the Statutory Acts and shall be primarily and solely responsible for observance of the rules and regulations stipulated hereunder.

- b) The Contractor shall be responsible and liable for all claims, monetary or otherwise, arising out of the services envisaged under this Agreement including liability under the Statutory Act or any other liability as may arise due to operation of this Agreement and the Company shall not be held liable or responsible for any such claim in any manner whatsoever. The Statutory requirements and obligations to be performed under the Statutory Acts affecting the operations of the services under this Agreement shall have to be performed by the Contractor only and shall be his/ her sole responsibility.
- c) The Company shall not be liable for any dues, statutory or otherwise claimed by the employees/ workmen employed by the Contractor for the services rendered under this Agreement and all such claims, statutory or otherwise or operation of any settlement or award in favour of the employees/ workmen employed by the Contractor will be solely against the Contractor and not against the Company. Any demand by the employees deployed by the Contractor against the services envisaged under this Agreement shall have to be settled and satisfied by the Contractor solely and in the event of any loss or inconvenience or disruption that may result because of any non-settlement of such demands which may lead to a disruption of service envisaged under this Agreement shall also be deemed as a default.
- d) The Company shall neither entertain any demands from the employees of the Contractor nor deal directly or indirectly with any recognized or un-recognized unions of such employees. It shall be primarily and solely the responsibility of the Contractor to deal, interact and settle any demands or disputes of his/ her employees individually or through any unions or otherwise and the Company shall not mediate in this matter at all.
- e) Any unsettled disputes between the Contractor and his/ her employees leading to a legal or illegal strike by them would have to be settled by the Contractor expeditiously. Any failure on the part of the Contractor to settle the disputes expeditiously which results in interruption of the services envisaged under this Agreement would be considered as a default under this Agreement and the Agreement would be terminated at the discretion of the Company. The Contractor shall, however, be given reasonable opportunity by the Company to explain that the cause of the dispute was not due to delay on his/ her part or due to failure to implement the statutory obligations under the Statutory Acts as stipulated hereof. In the event if it is proved that the Contractor was in default as mentioned here above, the Company shall have the option to terminate the Agreement forthwith and the Contractor shall not be entitled to any damages or compensation
- f) The Contractor shall operate the service envisaged under this agreement in an efficient manner as per the instructions of the Company Engineer. The contractor shall abide by the Company Engineer instructions always and ensure continuous uninterrupted service on day-to-day basis.
- g) Contractors will be required to arrange entry passes for the crews from CISF for entering into OIL Operational Areas whenever need to be.
- h) The contractor shall ensure use of Safety shoes, Safety hand gloves and uniforms by the crews while on duty. These safety items and the uniform for the crews shall be provided by the contractor. In the event of non-compliance of the clause by any contractor, the company reserves the right to deduct appropriate amount from his/ her performance guarantee.
- i) The contractor must provide all raw materials, tools and equipment, consumables, labours to carry out and complete the painting job with good workmanship and in a reasonable time frame.
- j) The contractor must arrange food, accommodation, transport, care, welfare of his employee's at the work site.

10.0 PAYMENT METHODOLOGY:

10.1 The contractor shall submit bills/invoices in triplicate on completion of one job of a particular rig package to Head Drilling Support. The invoices must be supported with job completion certificates from the Asset Manager of that particular Rig. Payment shall be released to the contractor within 1(one) months of receipt of invoice duly certified by Company.

10.2 The job completion certificate should clearly indicate details of job carried out as per Annexure - A & Annexure - B.

10.3 Payment may be made in part against completion of jobs carried out as per scheduled in Annexure-A and Annexure-B if whole the jobs cannot be offered for painting on operational constraint against each of the rig on submission of bills/invoices. Completion of painting as scheduled in Annexure-A and Annexure-B are considered as two part jobs for which payment may be made separately if need to be.

10.4 If company fails to provide any component of Annexure - A & B to the Contractor for the required service then the amount quoted for that job shall be deducted from total job amount.

10.5 No part payment shall be payable for a particular job if contractor fails to complete the offered job. Contractor shall have to complete the entire job of one particular line item for release of payment for that line item.

11.0 ARBITRATION AND CONCILIATION:

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, 1998. The venue of arbitration will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

12.0 LEGAL DISPUTE JURISDICTION:

Any legal dispute arising out of this contract will be settled within the jurisdiction of DIBRUGAH DISTRICT COURT, ASSAM.

13.0 LIABILITY & INDEMNITY:

13.1 Except as otherwise expressly provided, neither the Company or its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the property of the Contractor or his/her contractors, sub-contractors, irrespective of how such loss is caused and even if caused by the negligence of the Company and/or his/her servants, agents, nominees, assignees unless caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

13.2 Neither the Company nor its servants, agents, nominees, assignees, shall have any liability or responsibility whatsoever from injury to, illness, or death of any employee of the Contractor irrespective how such injury. Illness or death is caused by willful or gross negligence. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

13.3 Except as otherwise, expressly provided, neither the Contractor nor his/her servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss to the property of the Company irrespective of how such loss or damage is caused unless caused by willful or gross negligence of the Contractor or his/her servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect defend, indemnify and hold harmless the contractor from and against such loss or damage and any suit, claim or expense resulting there from.

13.4 Neither the Contractor nor his/her servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility to whomsoever for injury to, illness, or death to any employee of the Company, irrespective of how such injury illness or death is caused unless caused by willful or by gross negligence by or his/her servants, agents, nominees, assignees, contractors or sub-contractors and assignees and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

14.0 INDEMNITY AGREEMENT:

14.1 The contractor agrees to protect, defend, indemnify and hold the Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of the 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/services contemplated hereby, regardless of whether or not the said claims, demands or causes of action arise out of negligence or otherwise, in whole or in part, or other faults.

14.2 The Company agrees to protect, defend, indemnify and hold the Contractor harmless from and against all claims, suit, demands, and causes of action, liabilities, expenses, costs, liens and judgment of sever kind and character, without limit. Which may arise in favour of the Company's agents, contractors and sub-contractors or their employees on account of bodily injury, death or damage to personnel/property as a result

of the operations contemplated hereby regardless of whether or not the said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part, or other faults.

15.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by the Company or the 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.

16.0 INSURANCE:

Insurance of the employees against Personal Accidental Policy: The contractor shall arrange insurance of his/ her employees against Personal Accidental Policy for any physical injury during mob violence or accident (Coverage: Fatal, partial/ permanent disablement) while carrying out OIL's duty during the currency of the contract as per the General Public Liability Insurance / Comprehensive general liability insurance.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan
Schedule of company's Plants, Materials and Equipments

Not Applicable for this tender.

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

SUB: SAFETY MEASURES

Description of work/service:

Hiring of Services for Painting of OIL's 08 nos. drilling rig packages with accessories for a period of 4(Four) years in OIL's operational areas of Assam and Arunachal Pradesh

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

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

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

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

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

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

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

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

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

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

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

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____
FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as "The Principal"
And
(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES FOR PAINTING OF OIL'S 08 NOS. DRILLING RIG PACKAGES WITH ACCESSORIES FOR A PERIOD OF 4(FOUR) YEARS IN OIL'S OPERATIONAL AREAS OF ASSAM AND ARUNACHAL PRADESH - UNDER IFB NO. CDI4854P15**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date. .

Witness 2:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB 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

Signature of Bidder: _____

Name: _____

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 Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

E-TENDER NO.: CDI4854P15

PROFORMA-II

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
HEAD (CONTRACTS)
OIL INDIA LIMITED
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDI4854P15

I / We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI4854P15** for Hiring of Services for Painting of OIL's 08 nos. drilling rig packages with accessories for a period of 4(Four) years in OIL's operational areas of Assam and Arunachal Pradesh.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-III

FORMAT OF BID SECURITY (BANK GUARANTEE)
OR ANY OTHER FORMAT ACCEPTABLE TO OIL

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 Hiring services for **Hiring of Services for Painting of OIL's 08 nos. drilling rig packages with accessories for a period of 4(Four) years in OIL's operational areas of Assam and Arunachal Pradesh** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI4854P15**.

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 _____ 2014.

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/fax/cable), 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.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

* The Bidder should insert the amount of the guarantee in words and figures in INR.

* * Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Technical Bid i.e minimum up to **01.06.2015**.

SCHEDULE OF PAINTING OF DRILLING RIG ANCILLIARIES:

SL. NO.	Job Description	Location	Type of paint and colour	Approximate estimated area (in Sq. Mtrs.)	Total quoted cost(Rs)
1.	Draw Works	All exterior surface area of draw works of E-1400, E-2000, E-3000	Synthetic Enamel Paint -Golden Yellow/ Signal Red	200	A1
2.	Mud Tanks	(i) Exterior surface area of following tanks except the Skid a) Shale Shaker Tank b) Intermediate Tank c) Suction Tank d) Reserve Tank-1 e) Reserve Tank-2 f) Reserve Tank-3 g) Trip Tank h) Chemical treatment tank	Dark Admiralty Grey	660	A2(i)
		(ii) All interior surface area of the tanks mentioned above	Non corrosive, acid-alkaline resistant Paint (Black)	660	A2(ii)
		(iii) Exterior surface of the tank Skid a) Shale Shaker Tank b) Intermediate Tank c) Suction Tank d) Reserve Tank-1 e) Reserve Tank-2 f) Reserve Tank-3 g) Trip Tank h) Chemical treatment tank	Non corrosive Synthetic Enamel Paint (Black)	145	A2(iii)
		(iv) Railing and support over the tanks	Synthetic Enamel Paint (Golden Yellow)	5	A2(iv)
3.	Solid control Equipment	All exterior surface area of Desilter, Desander and Shale Shaker, mud cleaner	Synthetic Enamel Paint (White/ French Blue)	200	A3
4.	Drill Pipe Runner , Chain guard and Mast Stands etc		Synthetic Enamel Paint(Dark Admiral grey/ Golden Yellow)	300	A4
5.	Rig Pump	All exterior area of A-1100 PT(Triplex), A-1400 PT (Triplex), A-1700 PT (Triplex) of BPCL make and NAT 12-P-160 (Triplex) Rig Pump	Synthetic Enamel Paint (French Blue)	105	A5

SL. NO.	Job Description	Location	Type of paint and colour	Approximate estimated area (in Sq. Mtrs.)	Total quoted cost(Rs)
6.	Water Tanks	All exterior surface area	Synthetic Enamel Paint(Light Blue)	245	A6
7.	Caterpillar Engine	(i)All exterior surface	Synthetic Enamel Paint (Golden Yellow /Dark Admiral grey)	560	A7(i)
		(ii)Engine Chimney	Heat Resistant Paint (Aluminum)	20	A7(ii)
8.	Diesel Tank with surface of skid	All exterior surface area	For Diesel tank :Paint (Aluminum); For Skid: Non corrosive Synthetic Enamel Paint(Black	240	A8
9.	Utility Hut	All exterior surface area	Paint (Dark Green)	145	A9
10.	Centifugal Pump	All exterior surface area of super charger	Synthetic Enamel Paint (Brilliant Green)	10	A10
11.	Air Tank	All exterior surface area	Paint (Aluminum)	40	A11
12.	Water Pump	All exterior surface area	Synthetic Enamel Paint (Brilliant Green)	15	A12
13.	Water Booster	All exterior surface area	Synthetic Enamel Paint (Brilliant Green)	10	A13
14.	Fire Tank	All exterior surface area	Synthetic Enamel Paint (Signal Red)	85	A14
15.	63 KVA Generator Canopy	All exterior surface area	Synthetic Enamel Paint (Dark Admiralty Grey)	122	A15
16.	Driller's Cabin	(i) All out side surface area except skid	Synthetic Enamel Paint (White)	20	A16(i)
		(ii)All interior surface area	Synthetic Enamel Paint (White)	20	A16(ii)
		(iii)Exterior surface area	Non	15	A16(iii)

SL. NO.	Job Description	Location	Type of paint and colour	Approximate estimated area (in Sq. Mtrs.)	Total quoted cost(Rs)
		of the Skid	corrosive Synthetic Enamel Paint (Black)		
17.	Cat walk	All exterior surface area	Synthetic Enamel Paint (Dark Admiral grey)	190	A17
18.	Cabin for Chemist	(i)All outside surface area except skid	Synthetic Enamel Paint (White)	18	A18(i)
		(ii)All interior surface area	Synthetic Enamel Paint (White)	18	A18(ii)
		(iii)Exterior surface area of the Skid	Non corrosive Synthetic Enamel Paint (Black)	12	A18(iii)
19.	Pre-Flush Tank	(i)All exterior surface area	Synthetic Enamel Paint (Dark Admiral grey)	15	A19(i)
		(ii)All interior surface area	Non corrosive, acid-alkaline resistant Paint(Black)	15	A19(ii)
		(iii)Exterior surface area of the Skid	Non corrosive Synthetic Enamel Paint (Black)	10	A19(iii)
TOTAL CHARGE FOR ANNEXURE A (INR)					TA

Note:

- 1.0 Bidders to note that S-8 (E-3000) drilling rig has total 4 Nos. of reserve tanks whereas for S-1 to S-7 drilling rigs number of reserve tanks are 3.
- 2.0 Total approximate surface area of Annexure-A is 4100 Sq. Mtr.
- 3.0 Quoted cost shall be inclusive of all applicable taxes and duties (but excluding Service Tax).

SCHEDULE OF PAINTING FOR MAST & SUB STRUCTURE:

Sl. No.	Assembly name	Paint schedule	Approx. Weight	Approx. area (In sq.mts.)	Total quoted charge (INR)
1.	Mast with Mast Support stands	For Mast:Synthetic red oxide zinc chromate primer + White enamel paint; For Stand: Synthetic red oxide zinc chromate primer + Black enamel paint	40	800	B1
2.	Sub structure	Synthetic red oxide zinc chromate primer + White enamel paint White	60	1200	B2
3.	Sub East beams	Synthetic red oxide zinc chromate primer + Black enamel paint	33	660	B3
4.	Crown Frame	Synthetic red oxide zinc chromate prime + Golden Yellow	3	60	B4
5.	Crown safety plate & Handrail Assembly	Synthetic red oxide zinc chromate primer + White enamel paint.	0.7	14	B5
6.	Sheave Assembly	Synthetic red oxide zinc chromate primer + Red enamel paint.	3	60	B6
7.	Racking Platform & Handrail Assembly	Synthetic red oxide zinc chromate primer + Dark Admiral grey paint.	4.5	90	B7
8.	Stairway Assembly for 25ft and 35ft High substructure	Synthetic red oxide zinc chromate primer + Dark Admiral grey paint.	1.5	30	B8
9.	Belly Board	Synthetic red oxide zinc chromate primer + White enamel paint.	0.9	18	B9
10.	Cat line Boom	Synthetic red oxide zinc chromate primer + White enamel paint.	0.4	2	B10
11.	Exterior flooring & Handrails	Synthetic red oxide zinc chromate primer + Dark Admiral grey paint.	7	140	B11
12.	Miscellaneous part not covered above	Synthetic red oxide zinc chromate primer + White enamel paint.		26	B12
TOTAL QUOTED COST FOR ANNEXURE B (INR)					TB

NOTE:

1. The quality of synthetic red oxide chromate primer should be as per IS 2074-62
2. The quality of synthetic enamel finish paint for general purpose should as per IS 2932-74.
3. Total approximate surface area as per Annexure B = 3100 Sq. Mtr
4. Paint of only makes of Asian Paints, Salimar, Berger paints, J&N, ICI, Nerolac will be accepted. The specification regarding quality of paints for different surfaces should be specified at Annexure-A & B. In the event of discrepancy if any between specifications as given in this schedule and the manufacturer's recommendation the latter will take precedence over the former.
5. Quoted cost shall be inclusive of all applicable taxes and duties (but excluding Service Tax).

ANNEXURE- I (DETAILS OF BIDDER)

a.	Name of the bidder / firm	
b.	Registered postal address with PIN code	
c.	Telephone No.	
d.	Mobile No.	
e.	e-mail ID	
f.	Fax No.	
g.	Contact Person	
h.	Contact person's contact No.	
i.	Tax exemption certificate No.	
j.	CST Registration No.	
k.	Local sales tax regn. No.	
l.	PAN No.	
m.	Bank details:	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:
n.	VAT Regn. No.	
o.	Service Tax Regn. No. If not available then to be submitted on issuance of LOA	
p.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
q.	Vendor code with OIL (if available)	

Signature: _____

Name in Block letters _____

For M/S. _____