

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

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal [“https://etender.srm.oilindia.in/irj/portal”](https://etender.srm.oilindia.in/irj/portal) for the following services.

IFB No.	CDI 5187P15
Service Requirement	Laying and lifting of 100mm NB screwed pipeline for effluent disposal from Drilling Locations for a period of 03 years
Cost of Bid Document & Bid Security	₹ 2000.00 and ₹ 18,000.00
Period of Sale of Bid Document/Issue of User ID & Password	31.10.2014 TO 02.12.2014(15:30Hrs)
Bid Closing / Opening Date & Time	09.12.2014 (11:00 hrs / 14:00 hrs)
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602. <i>Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.</i></p> <p>On receipt of request from applicants who do not have USER_ID and initial PASSWORD, it will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal on payment of requisite Bid document cost. No physical tender documents will be provided.</p> <p>PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p> <p>The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com</p>	

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

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

DESCRIPTION OF WORK/ SERVICE:

Laying and lifting of 100mm NB screwed pipeline for effluent disposal from Drilling Locations .

IFB NO: CDI 5187P15

Type of IFB: Single Stage-Composite System

LOCATION: OIL's operational area – Duliajan, EPA & Moran

CONTRACT PERIOD: 03 years

BID CLOSING/ OPENING DATE & TIME: 09.12.2014 (11:00HRS/14:00 HRS)

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

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

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT: ₹18,000.00(Eighteen Thousand only)

AMOUNT OF PERFORMANCE SECURITY: 2.5% of Estimated Contract Value

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

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time, otherwise Bid

will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

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

2.0 SEALED ENVELOPES containing the Bid Security shall be marked with the above IFB Number and description of work and submitted in the office of :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating

therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

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

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

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

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

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

Covering Letter.

Instruction to Bidders

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

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

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

Part - III - Special Conditions of Contract (SCC)

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

Part-V-Safety Measures (SM)

Integrity Pact

Proforma and Annexures

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

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

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

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope superscribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602 or it can be paid through the payment gateway against this tender.

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

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

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

Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

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

1.

Select RFX and Auction Tab

RFx and Auctions - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer

http://srmqas.oilindia.in:5000/lnj/portal

File Edit View Favorites Tools Help X Convert Select

RFx and Auctions - Oil India Ltd - SRM QAS Portal

Welcome v202745 WATERTEC ENGINEERS PVT. LTD.
April 04, 2013 3:31:09 PM (V.T)

Home RFx and Auctions Overview Service Map

RFx and Auctions

Detailed Navigation

- RFx and Auctions

Services

Create Documents

- External Contact Person

Central Functions

- Display Company Data

Active Queries

eRFXs All (11) Published (4) Ended (0) Completed (0)

eAuctions All (0) Published (0) Ended (0) Completed (0)

eRFXs - All

Hide Quick Criteria Maintenance

Event Number: SK1043P11 To

Event Status:

My RFX Responses From:

Apply Clear

View: [Standard View] Create Response Display Event Display Response Print Preview Refresh Export

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version
SK1043P11	FORMATION DISPOSAL WATER PUMP	Open - Composite	Published	24.05.2011	24.05.2011	60002479	Submitted	2	

Last Refreshed

2.

3.

Please enter the IFB No. here & Click Apply Tab

FORWARDING LETTER#

#

CDI 5187P15

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

The screenshot displays the 'Display RfX' page in a web browser. The page title is 'RfX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area shows RfX details for 'SDG7155P13'. The RfX Owner is 'Mr. Arup Sharma'. The RfX Name is 'Old RfX Open Composite Bid 180T'. The RfX Status is 'Published'. The RfX Start Date is '12.04.2013 11:00:00 INDIA'. The Submission Deadline is '12.04.2013 11:00:00 INDIA'. The Remaining Time is '10 Days 19:25:10'. The RfX Version Number is '2'. The RfX Version Type is 'Active Version'. The RfX Information tab is selected, showing various parameters and conditions. The Partners and Delivery Information section is also visible, showing details for the Requester, Goods Recipient, Ship-To Address, and Location.

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

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

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS :

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

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

~~6.0 BID FORM:~~

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

7.0 BID PRICE:

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

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

7.3 Since the tender is invited under **SINGLE STAGE COMPOSITE System**. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Response

Edit RFX Response:

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

RFX Response Number: 60005122 | RFX Number: 577 | Status: Saved | Submission Deadline: 06.03.2013 00:00:00 INDIA | Opening Date: 06.03.2013 00:00:00 INDIA | Remaining Time: 0 Days 03:19:10

RFX Owner: WSRM_SUMIT | Total Value: 0.00 INR | RFX Response Version Number: Active Version | RFX Version Number: 2

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

Basic Data | Questions

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

Page: 9 of 9 | Words: 1 | English (India)

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

Bidders can insert comments here

RFx and Auctions - Oil India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

RFx Response Number 60006427 RFx Number [redacted] Status Saved Submission Deadline 28.03.2013 11:00:00 INDIA
Opening Date 07.03.2013 14:00:00 INDIA Remaining Time 2 Days 01:41:02 RFx Owner [redacted] Total Value 0.00 INR
RFx Response Version Number Active Version RFx Version Number 6

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

Notes

Add | Clear | Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]

Attachments

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

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT [redacted].xls	1		<input type="checkbox"/>	xls	32	[redacted]	03.03.2013

Create | Assign | Delete

Collaboration Room	Created on
[redacted]	[redacted]

1

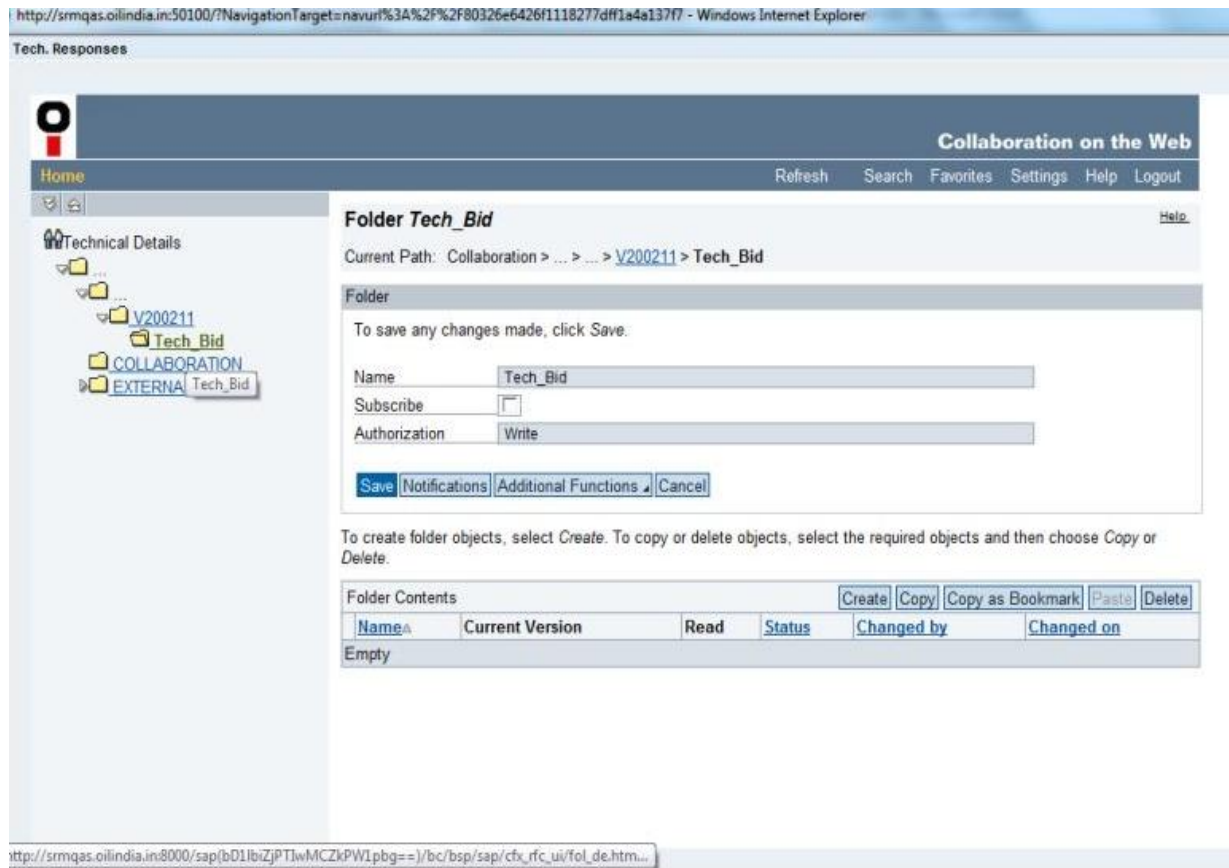
2

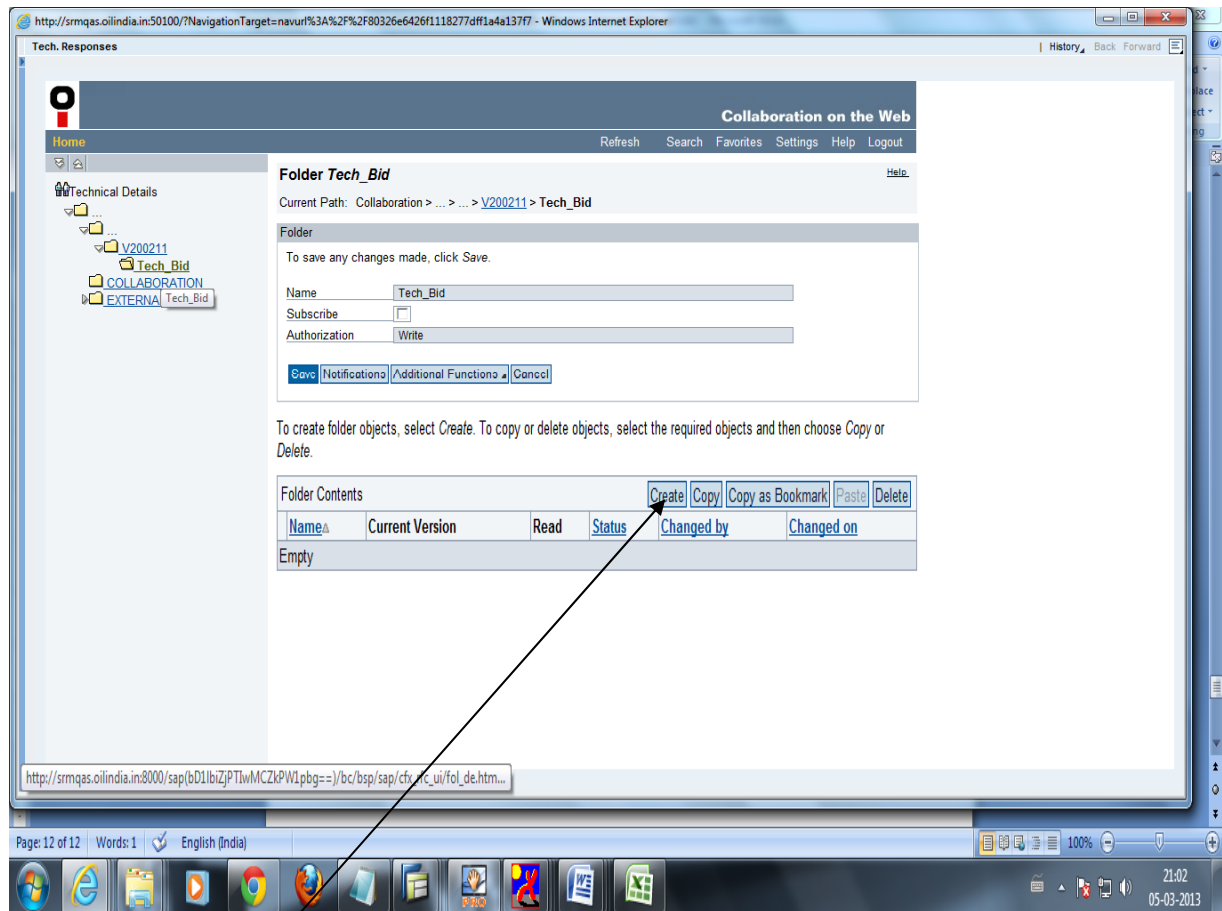
Price Bid Format to be attached here after digitally signing the attachment

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

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

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





Click on button  to create and upload new document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

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

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

10.0 FORMAT AND SIGNING OF BID:

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

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3 digital certificate with organization's Name" digital certificates [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 while uploading the bid.

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

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

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

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

cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

15.0 EXTENSION OF BID SUBMISSION DATE :

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

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. Since this IFB is a **SINGLE STAGE COMPOSITE System** , **on bid opening date, both Technical RFx and Commercial Bid will be opened on the date specified in the forwarding letter.**

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

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

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

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

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

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

18.0 CONTACTING THE COMPANY:

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

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

19.0 AWARD CRITERIA:

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

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

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

21.0 NOTIFICATION OF AWARD:

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

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

22.0 SIGNING OF CONTRACT:

BID REJECTION CRITERIA / BID EVALUATION CRITERIA**1.0 BID REJECTION CRITERIA (BRC)**

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

1.1 TECHNICAL:

1.1.0 The bidder should have experience of having successfully completing similar works during last 07 (Seven) years ending last day of the month previous to the one in which bid are invited which should be either of the following and documentary evidences to this regard must be submitted along with Bid:

- i) Three similar completed works, each costing not less than ₹ 14,40,800.00
OR,
- ii) Two similar completed works, each costing not less than ₹ 18,01,000.00
OR,
- iii) One similar completed work, costing not less than ₹ 28,81,600.00

Note: "**Similar nature of job**" mentioned above means experience in working in pipe line laying of 100mmNB or above. in Govt./Semi Govt./PSU Sector.

(i) The bidder must submit the following as documentary evidence duly attested for experience:

(a) For OIL Contracts, copy of "Certificate of Compliance (COC)"/ "Certificate of Payment (COP)"/ "Service Entry Sheet (SES)s" of successfully completed job must be submitted as per BRC Clause 1.1.0 above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other bidders, Contract Completion certificate is to be submitted. The Contract Completion Certificate should clearly show the following:

- 1. Gross value of the job done.
- 2. Contract number & Date
- 3. Nature of Job done
- 4. Contract Period.

(iii) Non- submission of the above documents as specified in BRC above will result in rejection of bids.

1.1.1 Minimum average annual turnover as per Audited Annual reports for the last three accounting years ending March'2014 should be at least ₹ 10,80,600.00.

Note:

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

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and Firm's registration no certifying the Average Annual Turnover.

OR

(b) Copy of Audited Profit and Loss account for last 03(three years) ending March'2014

(ii) Non- submission of the above documents as specified in BRC above will result in rejection of bids.

2.0 BID EVALUATION CRITERIA (BEC): -

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

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

2. OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

3. In case of identical lowest offered rate by more than 1(one)bidder, the selection will be made by draw of lot amongst the bidders offering the identical lowest rates.

3.0 Commercial:

3.1 Bids are invited under Open –Single Stage system.

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

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

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

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

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

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

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

3.8 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

3.9 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid may be rejected.

4.0 GENERAL

4.1 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.

4.2 To ascertain the substantial responsiveness of the bids, the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.

4.3 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.

4.4 The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

4.5 OIL will not be responsible for delay, loss or non receipt of applications (for issue of bidding documents/User ID & Password).

4.6 The bids not conforming to complete scope of work will be rejected.

4.7 Bidder(s) must furnish (**Self attested /attested copy required**) of PAN Card, Service Tax Regd. Certificate, Vat Registration Certificate , P.F.Code registration Certificate OR Declaration(Declaration by the applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder(Applicant).In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.

&&&&&&&&& END OF BRC/BEC &&&&&&&&&

OIL INDIA LIMITED

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

DESCRIPTION OF WORK/SERVICES:-

Laying and lifting of 100mm NB screwed pipeline for effluent disposal from Drilling Locations

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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 neighborhood.

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX (Will be entered at the time of Signing of the agreement) 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 oftener than monthly, upto 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 mobilization/completion date subject to a maximum ceiling of 7.5% of contract value.

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal
Attorney)

-----by the hand of

its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date_____

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation

Special terms and condition:

1.0 SCOPE OF WORK:

Condition of works :

1. All materials such as pipes, valves, flanges, pipe fittings, bolts & nuts, gaskets, casing pipes etc. will be issued by the Company at Duliajan Materials Godown or Field Engineering Yard. All tools and tackles, , transportation of pipes & pipe-fittings etc. from place to place, accessories for digging trenches will have to be arranged by the contractor,
2. As the job is for Screwed pipe-line therefore, in normal circumstances welding/cutting machine shall not be required for laying of the pipe-lines. However, during the execution of works welding & cutting machines may be required for fabrication or for hooking up of the pipe-lines. In such cases, welding & cutting machines along with all the accessories and welders shall be supplied by the Company at it's own cost. Contractor should give at least one day's prior information for the same to the Company. The necessary labor required for carrying out the fabrication/hooking up job shall be provided by the Contractor, Company shall only provide the welding/Cutting Machines with welder & accessories. The supervision during welding/cutting process shall be done by the Contractor. During the fabrication/hooking up of the job, the safety and security of the Company's Welding /Cutting Machines shall be the responsibility of the Contractor.
3. Security and responsibility of Company's Materials during laying of the pipe-line : During laying of a pipe-line, Security and responsibility of all Company's materials issued to the contractor will have to be borne by the contractor till completion of the line in all respects including hydraulic testing. The complete effluent line must be guarded by the contractor during laying and till such time the line is handed over to the site personnel for pumping the effluent.
4. Security and responsibility of Company's Materials during dismantling of the pipe-line : During dismantling of a pipe-line, Security and responsibility of all the Company's materials will have to be borne by the contractor till the Company's materials are deposited in the Field Engineering Department's yard.
5. At the time of welding of pipes, presence of contractor's authorised representative (may be supervisor) should be present at the site and should supervise the use of all safety appliances and safety procedures of executing the job.
6. No responsibility of contractor's materials and equipment will be borne by the Company.
7. All safety regulations will have to be followed by the contractor while executing the job and to supply safety appliances to the labourers engaged for the job.
8. Experienced supervisor is to be engaged by the contractor to supervise the entire job and liaise with the Department every day.

9. The Company will not provide any accommodation, electricity or drinking water to the contractor's personnel. The contractor must have his own arrangements for accommodation, electricity and drinking water while working in the field installations.
10. Any materials found defective due to bad workmanship will have to be replaced by the contractor at his own cost.
11. The contractor must work on Sundays and Holidays whenever required.
12. The contractor must have the capability to complete 1 (One) Km. of pipeline per day in all respects by deploying two/three pipe trailers and more labourers at a time in case of emergency.
13. Party should pay due consideration of Govt. labour wages rate while quoting rates.
14. Party must have capability to sort out local problem, if any comes during execution of the job.
15. Party should be able to carryout the job atleast at two locations simultaneously.
16. The contractor shall not engage minor labourers below eighteen (18) years of age under any circumstances.
17. Measurement of the work done against each work order shall be carried out within seven days of its completion and the contractor should be present at the time of measurement and the same should be vetted by company's representatives.

SCOPE OF WORK : Contractor's scope of work includes the followings :

1. Contractor to carryout Transportation including loading of 100mm NB screwed pipes with all fittings from Field Engg Yard/ stores and other locations and off load them at suitable places along the route of the pipe line . The average Weight of each pipes is 16.7kg/mtr.
2. Manual transportation of pipes & fitting and other fitting from the previously dumped places by manual labour for string and aligning along the route of the pipe line. The job has to be done in any season of the year and over any type of ground condition, pipe trestle is to be placed wherever necessary. Whenever necessary, lines will be laid below existing lines, cables soil lines etc."
3. Swabbing , cleaning & aligning of the strung pipes are to be carried out for making them ready for screwing up.
4. The strung pipes are to be Screwed along the right of way. Before screwing, threads of pipes and couplings must be cleaned thoroughly and thread dope to be applied. Suitable bends and other pipe fittings will be provided by the Department.

5. The completed pipe lines are to be Hydraulically tested at 15 kg. The pumps for hydraulic testing shall be provided by the Company. In case there is any leakage in the pipe-line, Contractor shall rectify the same. On rectification of the defects/leakage, the pipe-line shall be tested again. The pipe-line shall be considered to be completed in all respect only on completion of satisfactory completion of hydraulic testing of the completed pipe-line. Water for hydraulic testing will be supplied by the company.
6. Fabrication & installation of pipe trestle from 100mm NB pipes by cutting and welding. Pipes for fabrication will be provided by the Department. Other facilities like labour etc are to be provided by the Contractor.
7. Dismantling of 100mmNB screwed pipe line by unscrewing and dumping of pipes in suitable places for onward transportation to other sites.
8. Transportation of dismantled pipe are to be transported to Field Engg. yard or any other location up as directed by the Company.
9. Excavation of open trenches across passing places on footpath of private houses etc. not exceeding 0.3 mtrs. deep for laying and fitting of 100mm NB screwed pipes including back filling and ramming as necessary and bring the surface almost to original condition.
10. Asphalted/Gravelled road crossing to an average depth of 0.5 mtrs. from top of the casing pipe and placing suitable casing pipe as per advice. The trench is to be back filled and rammed properly with gravel at contractor's own cost. Arrangement for placing traffic sign boards during execution of the work are to be done by the contractor.
11. Fabrication of lobster bend of 100mm NB pipe at the work site to suit the road configuration and also to make closing nipple whenever required. Each bend must have minimum three segments and two joint welding.
12. Installation 100mm NB pipe bends, valves, flanges and nipple as per standard practice for screwed valves.
13. Installation of 100mm NB flanges pipe bends, valves, flanges and nipple as per standard practice for screwed flanges. A pair of flanges should be provided atleast one kilometer apart or as per the directive of the Company Representative for facilitating routine maintenance"
14. Installation of bends pipe bends, valves, flanges and nipple as per standard practice for screwed bends
15. Installation of change nipples valves, flanges and nipple as per standard practice for Change Nipple.
16. Hooking up with another line whenever required.

17. Restoration during operation period when the line is damaged/lost by miscreants. Transportation of pipe fittings, repair by welding cutting etc. and testing are to be carried out for restoration of the line and be considered as one job for one line.

18. Welding leaks joints whenever necessary to prevent leakages developed while the line is in use are to be done, welding machine and other consumables required for welding are to be arranged by the Company.

19. During the execution of the job, pipe-fittings may be required to be fabricated at the site. In such cases, OIL shall provide the welding / cutting machines with the welder's accessories to the Contractor at its own cost. Contractor to provide the labour required to fabricate the pipe-fittings.

20. The job has to be done in any season of the year and over any type of ground condition as per the requirement of OIL.

Safety Precautions:

1. Necessary Cold / Hot work permits are to be obtained from authorized personnel before starting of the jobs.

2. While carrying out welding and cutting jobs, the contractor should strictly enforce the guidelines as stated in OMR - 1984 and SOP-OIL, Vol-II.

3. The job of pipe line laying will have to be executed as per strict compliance of regulations enforced by Central / State Pollution Control Board.

4. During transportation of line pipes by road, they should be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads. The pipes should be unloaded carefully to prevent damage at the ends/ body of the pipes.

5. The trenching operation should be just ahead of pipe screwing/ welding operation. This will avoid deep trenches remaining open for many days, creating safety hazards to villagers and their cattle.

6. Before lowering the pipeline in the trench, it should be ensured that no person is present inside the trench. In case the sides cave in, the pipeline should be kept adequately supported before removing loose soil from underneath.

7. Utmost care is to be observed in deciding the number of the tripods with chain pulley blocks for a particular section of pipeline to be lowered. Also the capacity of the chain pulley blocks must be a minimum of 1.5 times the weight of the pipeline section it is going to lift.

8. Necessary sign boards/ warning signals, etc should be used while working. The said sign boards/ warning signals shall have to be arranged by the contractor.

9. First aid box is to be arranged by the contractor for each gang working at site and same have to be carried by contractor's personnel to the site while carrying out the job.
10. Under no circumstances LPG should be used for gas cutting purpose.
11. The contractor shall clear away all the rubbish and surplus materials from the site on completion of work and shall have to leave the site clean and tidy.
12. The contractor have to provide suitable facility such as Drinking Water, Toilets, Lighting, Canteen, etc for their working personnel.
13. The contractor personnel have to take every possible care to keep the environment clean and free from pollution.
14. The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them, in case anything goes wrong.
15. While providing the services, the contractor personnel have to follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents .
16. For any clarification with regard to the above, the contractor may contact Head-Field Engineering / concerned Engineer / DSO of Field Engineering Department.
17. 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.
18. 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.
19. 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.

20. 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.

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

22. 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

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

30. 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.

31. 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.

32. 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.

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

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

Part-II Schedule of Work, Unit and Quantity

Description of Services	UOM	QUANTITY
Transportation including loading of 100mm NB screwed pipe with couplings and other fittings from Field Engg Yard/ stores and other locations and off loading them at suitable places along the route of the pipe line up to maximum distance of 40 kms.	TKM	11813.00
Transportation including loading of 100mm NB screwed pipe with couplings and other fittings from Field Engg Yard/ stores and other locations and off loading them at suitable places along the route of the pipe line up beyond 40 Km	TKM	33188.00
Manual transportation & aligning of pipes & fitting and other fitting from the previously dumped places by manual labour for string and aligning along the route of the pipe line.	M	56250.00
Swabbing , cleaning & aligning of pipes	M	56250.00
Screwing of already strung 100mmNB pipes along the right of way.	M	56250.00
Hydraulic testing of pipe line at 15 kg	JOB	45.00
Fabrication & installation of pipe trestle	NO	168.00
Dismantling of 100mmNB screwed pipe line by unscrewing and dumping of pipes in suitable places for onward transportation to other sites.	M	56250.00
Transportation of dismantled pipe upto 40km to Field Engg. yard or any other location up to a maximum distance of 40 kms	TKM	11813.00
Transportation,dismantled pipe beyond 40 Km	TKM	33188.00
Excavation of open trenches	M	5625.00
Asphalted/Gravelled road crossing	M	1913.00
Fabrication of lobster bend	NO	90.00
Installation 100mm NB pipe bends, valves, flanges and nipple as per standard practice for screwed valves.	NO	68.00
Installation of bends pipe bends, valves, flanges and nipple as per standard practice for screwed flanges	PAIR	35.00
Installation of bends pipe bends, valves, flanges and nipple as per standard practice for screwed bends	NO	45.00
Installation of change nipples valves, flanges and nipple as per standard practice for Change Nipple	NO	23.00
Hooking up with another line where ever required	JOB	35.00
Restoration during operation period	JOB	12.00
Welding leaks joints	JOB	170.00

NOTE

1. Bidder must include all liabilities including statutory liabilities in their quoted rates except 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

2. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items in SOQ of Price Bid(i.e. schedule of works, units, quantity, rates) of the bid.

[illegible]

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

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

Not Applicable

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

SUB: SAFETY MEASURES

Description of work/service:

Laying and lifting of 100mm NB screwed pipeline for effluent disposal from Drilling Locations

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Yours Faithfully

Date _____

M/s _____

FOR & ON BEHALF OF BIDDER