

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

**E-TENDER NOTICE**

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

<b>1.0 IFB No.</b>	<b>CDI7685P16</b>
Service Requirement	Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL
Cost of Bid Document	<b>₹ 2000.00</b>
Bid Security(EMD)	<b>₹ 55,000.00</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>17.08.2015 TO 15.09.2015(15:30Hrs)</b>
Bid Closing / Opening Date & Time	<b>22.09.2015 (11:00 Hrs / 14:00 Hrs)</b>
<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 <b>payable at Duliajan</b>, along with the application(s) on applicants letter pad with a request for USER ID &amp; PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 within the period of sale (inclusive both the days i.e. start date &amp; end date). <i>Alternatively, applicants already having User ID &amp; Password for OIL's e-portal can pay the requisite Bid Document cost &amp; Bid security against the IFB through the online payment gateway.</i></p> <p>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 above and will be allowed to participate in the bidding through OIL's E-Procurement portal</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 <a href="http://www.oil-india.com">www.oil-india.com</a>. The link to OIL's E-Procurement portal has also been provided through OIL's web site <a href="http://www.oil-india.com">www.oil-india.com</a></p>	
<p>Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <a href="https://etenders.srm.oilindia.in/irj/portal">https://etenders.srm.oilindia.in/irj/portal</a> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.</p>	

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

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

**DESCRIPTION OF WORK/ SERVICE:**

Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL.

**IFB NO:** CDI7685P16

**Type of IFB:** Single Stage- 2 Bid System

**LOCATION:** OIL OPERATIONAL AREA IN AND AROUND DULIAJAN

**CONTRACT PERIOD:** TWO YEARS extendable by one more year.

**BID CLOSING/ OPENING DATE & TIME:** 22.09.2015 (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 :** Rs.55,000.00(Rupees Fifty Five Thousand) only)

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

a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No.\_\_\_\_\_dated\_\_\_\_\_ of\_\_\_\_\_

**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, 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 award of Contract, bidder will submit **Performance Security Deposit @ 7.5% of contract price and this will not earn any interest.**

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

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

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online 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. 6(a), 14, 15 & 16 below. Bids without BID SECURITY in the manner specified above will be summarily rejected except those are exempted.

Exemption from submission of bid security: "Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit."

**3.0 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.**

**4.0 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.

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 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.

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

8.0 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.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

9.0 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.

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

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

**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 Performance Security Money shall not earn any interest.

**13.0 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.

**14.0 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.

**15.0 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.

**16.0 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**-Applicable for this IFB**Proforma and Annexures****17.0 THE INTEGRITY PACT IS APPLICABLE AGAINST THIS TENDER:**

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.**

(Note: Following persons have been appointed as Independent External Monitors: SHRI RAGHAW SHARAN PANDEY, IAS (Retd.), E-Mail ID: rspandey\_99@yahoo.com and SHRI RAJIV MATHUR, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com)

**SPECIAL NOTE:****GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite

cost of the bid document. 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(Bid documents, Integrity Pact, Proforma Annexures) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,**

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

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

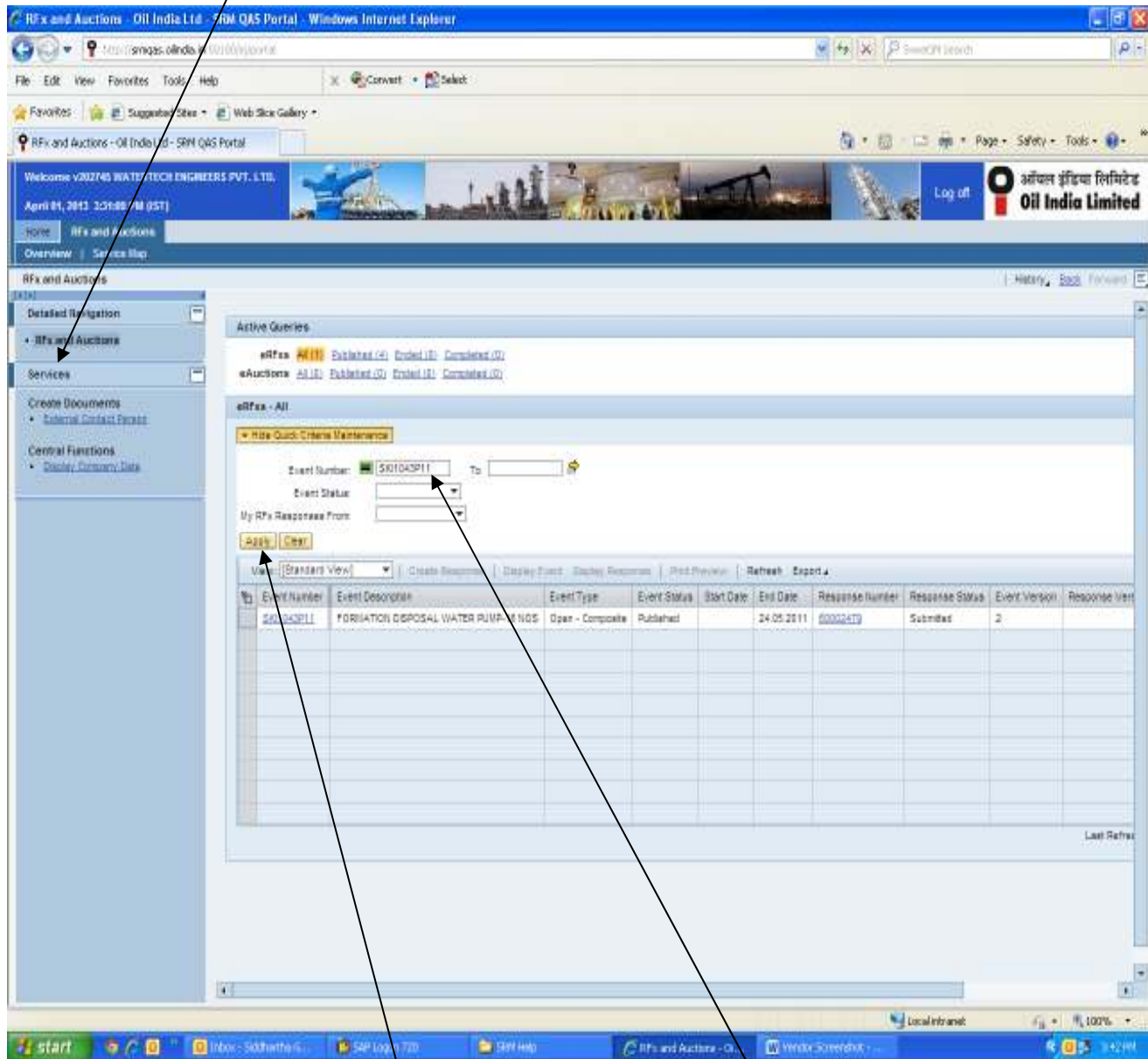
**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**



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

1.

Select RfX and Auction Tab



2.

3.

Please enter the IFB No. here & Click Apply Tab

## **FORWARDING LETTER**

**E-TENDER NO: CDI7685P16**

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

RFx - DIT India Ltd - SRM QAS Portal - Windows Internet Explorer

RFx

Display RFx :

Verify Signature of RFx | Print Preview | Close | Back | Export

RFx Number: SD0715SP13 | RFx Name: SD RFx Open Composite Bio BOT | RFx Status: Published | RFx Start Date: | Submission Deadline: 12/04/2013 11:00:00 INDIA | Remaining Time: 10 Days 18:25:18

RFx Owner: Mr. Anup Bhatnagar | RFx Version Number: 2 | RFx Version Type: Active Version

RFx Information | Items | Notes and Attachments

RFx Parameters | Questions | Note and Attachments | Conditions

Time Zone: INDIA

Start Date: 00:00:00

Submission Deadline: 12/04/2013 11:00:00

Opening Date: 12/04/2013 14:00:00

Currency: INR

Price Bid Opening Date: |

Pre-Bid Conference Time: 00:00:00

Pre-Bid Conference Date: |

Last Time of Tender Fee Payment: 11:00:00

Last Date of Tender Fee Payment: 12/04/2013

Last Time to receive RBC queries: 00:00:00

Last Date to receive RBC queries: |

Contract Details: AJS

Contract Details: AJS 1

Earnest Money Deposit - USD: 12,500.00

Earnest Money Deposit - INR: 8,000,000.00

Valuation Type: NON-ELIGIBLE FOR NIL DUTY/DEEMED EXPORT

Bank Guarantee: APPLICABLE @18% OF ODR VAL

Integrity Pwd: Not Applicable

EMD Validity Period: 12/04/2013

Tender Type: ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00

Tender Fee in INR: 85,000.00

Price Bid Opening Time: 00:00:00

Partners and Delivery Information

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

Function	Number	Name	Phone Number
Requester		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2000414
Location		Assam- Services	2000414

**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. Bid form to be uploaded with Technical Bid.

#### **7.0 BID PRICE:**

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

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

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

Click on this tab to upload Price Bid

The screenshot displays the 'Edit RFx Response' web application. The 'Response' tab is active, and the 'Notes and Attachments' sub-tab is selected. The interface includes a 'Basic Data' section with the following information:

- Rfx Response Number: 6886122
- Rfx Number: 577
- Status: Saved
- Submission Deadline: 06.03.2013 09:00:00 NDA
- Opening Date: 06.03.2013 09:00:00 NDA
- Remaining Time: 0 Days 03:19:18
- Rfx Owner: WSRM\_31007
- Total Value: 0.00 BIR
- Rfx Response Version Number: Active Version
- Rfx Version Number: 2

The 'Notes and Attachments' tab is highlighted, and the 'Basic Data' section is visible. The table below shows the questions and answers related to the bid response.

Question	Reply	Comment
exclusive Test:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
FROM OCEAN FREIGHT: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU MENTIONED THE TM CHARGE: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2888	<input type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes

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

Display RFx Response:

RFx Response Number: 60006427 RFx Number: 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: Total Value: 0.00 INR  
RFx Response Version Number: Active Version RFx Version Number: 6

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

**Notes**

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

**Attachments**

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BIDDING	PRICE BIDDING FORMAT	1	MS		MS	32		03.03.2013

1 2

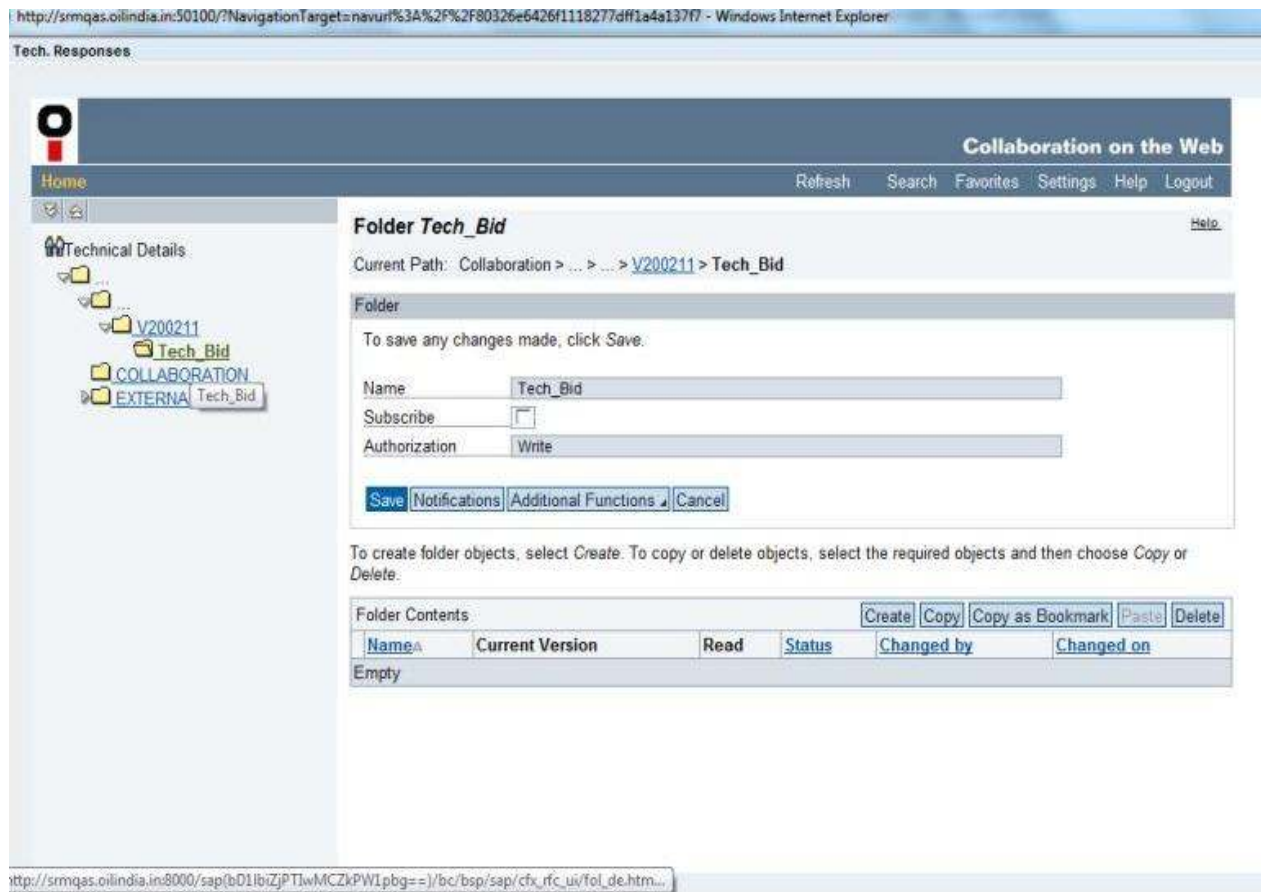
Price Bid Format to be attached here after digitally signing the attachment

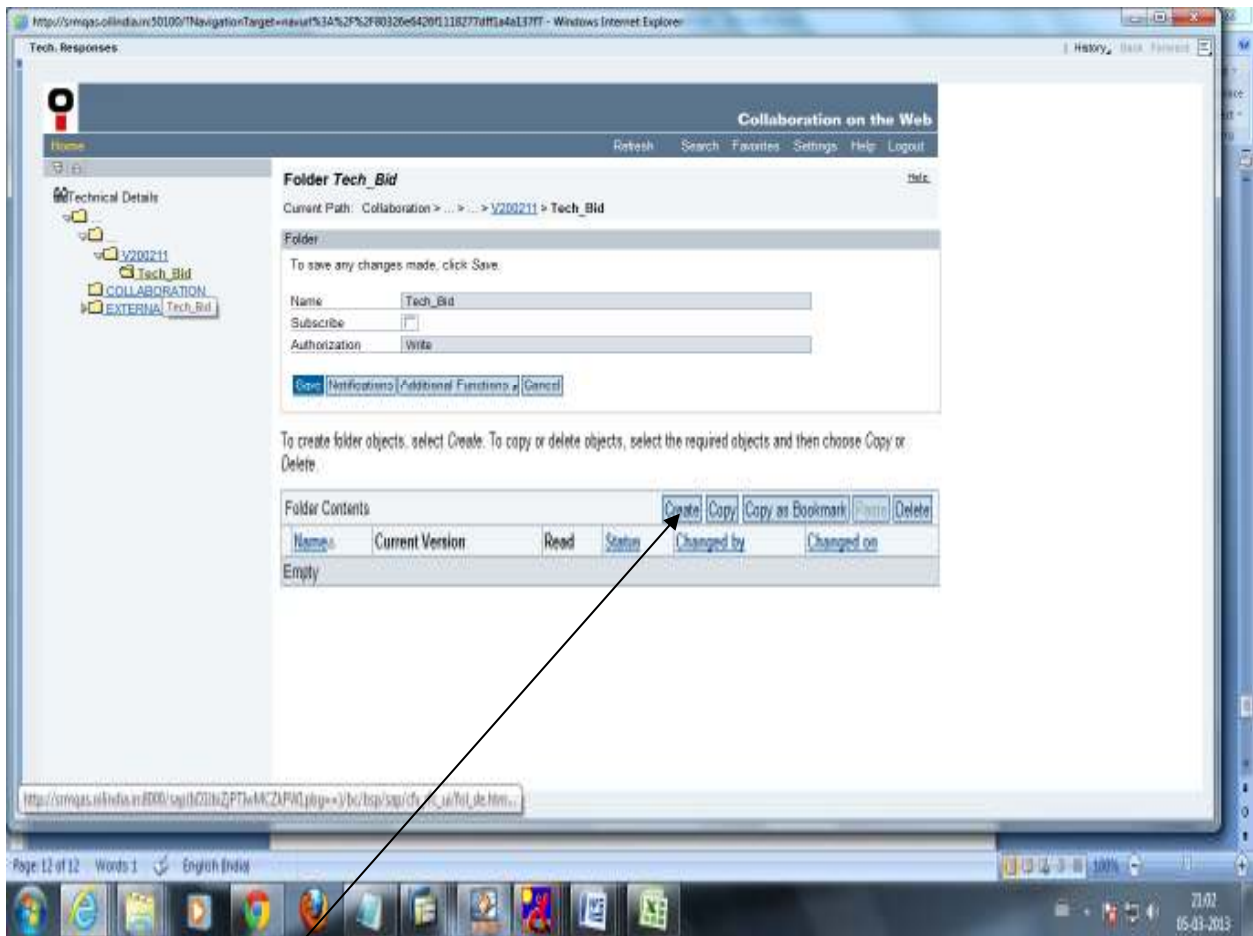


**Create Technical Rfx response ( creating Technical Rfx response is mandatory)**

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

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





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

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

## **8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BEC/BRC

## **9.0 PERIOD OF VALIDITY OF BIDS:**

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

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the



response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

#### **10.0 FORMAT AND SIGNING OF BID:**

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

#### **11.0 SUBMISSION OF BIDS.**

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

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

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

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

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

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

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

#### **12.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

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

#### **13.0 LATE BIDS:**

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

#### **14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

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

**15.0 EXTENSION OF BID SUBMISSION DATE :**

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

**16.0 BID OPENING AND EVALUATION:**

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

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

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

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

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

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

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

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

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

## **17.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract,

and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**18.0 CONTACTING THE COMPANY:**

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

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

**19.0 AWARD CRITERIA:**

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

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

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

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract,

Technical Specifications, Schedule of rates incorporating all agreements between the parties.

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

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

### **23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

### **24.0 BID DOCUMENT:**

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

**25.0 Mobilization Period:** 45 (Forty five) days from Letter of award.

&&&&&&&&&&&&& END OF ITB &&&&&&&&&&&&&

**BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:****1.0 BID REJECTION CRITERIA (BRC):**

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected:

**FINANCIAL CRITERIA:**

Average Annual Financial Turnover as per Audited Annual Reports for the last three Accounting Years (last three financial years ending 31st March 2014 should be at least Rs 16, 39,500.00(Rupees Sixteen Lakhs Thirty Nine Thousand Five Hundred) Only .

**Note:1**

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

(a) A certificate issued by a practising Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

(b) Audited Profit and Loss account for the last three years ending 31<sup>st</sup> March 2014.

**1.2 BIDDER's EXPERIENCE CRITERIA:** The Bidder should have the experience of having successfully completed "**similar Nature of works**" during the last 7(Seven) years ending last day of month previous to the Bid Closing Date of the Tender in either of the followings :

(a) One similar completed work costing not less than Rs 43, 72,000.00(Rupees Forty Three Lakhs Seventy Two Thousand) only,

OR

(b) Two similar completed works each costing not less than Rs 27, 32,500.00(Rupees Twenty Seven Lakhs Thirty Two Thousand Five Hundred) Only

OR

(c) Three similar completed works each costing not less than Rs 21, 86,000.00(Rupees Twenty One Lakhs Eighty Six Thousand) only.

**Note:2**

(i) "**Similar nature of works**" means sub-surface investigation for water source and design of Water Treatment Plant.

The experience should be with any Central or State PSUs, Central or State Government Organizations of India or any other Public Limited Company.

(ii) The bidder must submit the following as documentary evidence **(attested/self attested) in support of Para 1.2 above):**

(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 Para No 1.2) above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other contracts, Contract Completion certificate from the end user clearly showing the following:

- Gross value of the job done.
- Nature of Job done

- Contract Period.
- Contract No.

**1.3 BIDS FROM CONSORTIUM:** In case the bidder does not fulfill any of the above conditions then the bidder can bid on strength of his consortium partners. In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

(a) Any one of the consortium members individually shall have to meet the Financial Criteria as per Para 1.1 above and any other consortium member(s) individually should meet the Experience Criteria as per **Para 1.2** above.

In case any consortium partner does not meet the experience criteria as per clause 1.2 above individually, then at least one of the consortium partner should have the experience of sub-surface investigation for water source and any other consortium partner(s) should have the experience of design of water treatment plant.

(b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility by the Leader of the Consortium for executing the 'Scope of Work' of this tender document till the end of the Contract Period under this tender, shall be submitted along with the technical bid. **The Memorandum of Understanding between the consortium members should be duly Notorised by a Notary person.**

(c) Only the Leader of the consortium shall buy the bid document, submit bid and sign the Contract Agreement (in the event of award of Contract) on behalf of the Consortium.

(d) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

#### **BID EVALUATION CRITERIA (BEC):**

The bids conforming to the terms and conditions stipulated in the bid 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 **Total of PHASE-I and PHASE -II** of the Project (i.e. schedule of works, units, quantity, rates) as per **Price Bid Format** the tender.

In case the total amount quoted is same for more than one bidder, then the bidder quoting the lowest rate against PHASE - II of the Project shall be considered for award of the Contract.

In case the total amount quoted is same for more than one bidder and the quoted amount against PHASE - II of the Project is also the same, then the lowest bidder for award of the Contract shall be considered by draw of Lots amongst the bidders quoting the same lowest total amount.



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. The Bids shall be evaluated for award of the Contract based on the quoted amount for The Total Cost for the Project.

The Total Cost for the Project shall be evaluated as per below:

The TOTAL COST FOR THE PROJECT = Total Estimated Cost for Phase -I of the Project + Total Estimated Cost for Phase -II of the Project.

Total Estimated Cost for Phase I of the Project consist of line item no 10,20,30,40 and 50.

Total Estimated Cost of the Project for Phase II of the Project consist of line Item no 60.

Note: (i) The rates should be inclusive of all applicable taxes & levies except service Tax. The expenses towards travel, boarding & lodging etc are to be included in the quoted rates.

(ii) Payment is to made to the Consultant during Phase I, after completion of each activity, duly certified by the Company Representative.

The cost towards "Detailed Project Report" to be submitted by the consultants including the design & cost estimate for Augmentation Of the Infrastructure for the township is to be included in the Total Estimated Cost. **10% of the cost against each activity of Phase I of the Project shall be retained and shall only be released to the Consultant only after submission and acceptance of the Detailed Project Report by the Company.**

(iv) The Cost of Supervision during Phase II of the Project should be quoted by the Consultant during the tendering stage of Phase I itself as per the schedule of rates shown. This shall be considered during evaluation of the bids. However payment shall be made to the Consultant during execution of Phase II only and shall form a part of Phase II of the Project.

The duration of Phase II of the Project is estimated to be Two (02) years from the start of Phase II of the Project. The bidder is to quote their rates for Phase II of the Project accordingly. As the duration of Phase II of the Project shall be firmed up during Phase I of the Project therefore the payment to the Consultant during Phase II of the Project shall be made on pro-rata basis as per the progress of work.

(v) The Phase II of the Project is expected to be started within **one and half year of completion of Phase I of the project**. The bidder should take note of this during submission of their bids.

(vi) The cost towards mobilization and demobilization of the equipment and manpower of the Consultant shall not be paid extra by the Company.

## **B. COMMERCIAL:**

1. Bids are invited under Single Stage Two bid system.

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 Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.

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

5. Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.

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

7. Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.

8. 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
- g) Integrity Pact

9. **INTEGRITY PACT:** 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. 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.

10. 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.

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

#### **C. GENERAL:**

1. Bidders should provide **self attested/attested copies** of Service Tax Registration Certificate, PAN Card, P.F. Registration Number OR Declaration

(Declaration by 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.)

2. 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.

3. 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 stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

4. 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.

5. OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

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

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

\*\*\*\*\* End of BRC-BEC \*\*\*\*\*

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

**DESCRIPTION OF WORK/SERVICES:-**

Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL

**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 **104 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.

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

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

**21. ARBITRATION:**

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

Place of Arbitration: Duliajan

**22. FORCE MAJEURE:**

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

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

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



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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

-----

-----by the hand of

-----  
its Partner/Legal Attorney

-----  
(Signature of Contractor or his legal  
Attorney)

-----  
(Full Name of Signatory)

-----  
(Seal of Contractor's Firm)

-----

GCC

E-TENDER: CDI7685P16

(Signature of witness)

And in presence of

-----

Date : \_\_\_\_\_

-----

(Full Name of Signatory)

Address:

-----

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_

Designation

Date \_\_\_\_\_

**1.0) PREAMBLE:**

Oil India Limited (OIL) is a Navaratna E & P Enterprise under Government of India. OIL is in the business of exploration/production & transportation of crude oil and natural gas and production of LPG. The Field Headquarter of the company is situated at OIL township of Duliajan in the District of Dibrugarh of Assam.

Duliajan is a self-sufficient township having all the civic amenities like Schools, Colleges Markets, Hospitals, parks etc The Offices of Oil India Limited, Industrial Areas of Oil India Limited, housing quarters for the employees are all situated here.

The entire water requirement (Domestic & Industrial including firefighting) of Duliajan Township is supplied from the Water Treatment Plant situated at Tipling at a distance of 6 km (approx.) from Duliajan. Also, the water requirements of the nearby field installations like Oil Collecting Stations/ Gas Compression Stations/ Bowser Unloading Stations are supplied from the Water Treatment Plant.

There are two numbers of Water Treatment Plants at Tipling, the 4 MGD (18.0 MLD) Plant and 1.5 MGD (6.8 MLD) Plant. The 4 MGD Plant was commissioned in Mid Eighties and the 1.5 MGD Plant was commissioned in Mid Sixties. Out of these two Plants, the 4 MGD Water Treatment Plant is operated continuously through out the year with 25% (aprox) overloading and the 1.5 MGD Plant is kept in standby mode operated only during emergencies.

The raw water is sourced from the river Buri Dihing, a tributary to the river Brahmaputra, through the water Pumps installed at floating Pontoons near Tipling. The pantoon intake point is at a distance of 500 mts (aprox) from the water treatment plant on the bank of the river Buridihing. The raw water is pumped from the Pantoons to the Water Treatment plant through a 24 " Dia pipe-line. The raw water is then treated at the Water Treatment Plants prior to supplying treated water to the Township/nearby installations through different trunk pipe lines of varying sizes of 6" DIA to 16" DIA Trunk Pipe-Lines. The treated water is then stored in Overhead Tanks located within the Township for supplying water to the individual housing /civic amenities/industrial area & the installations. for Industrial/Office/Fire Fighting purpose. Till date this is the only reliable source for feeding water to the Township Area.

**REQUIREMENTS:** Presently, OIL is facing crisis in water supply system for meeting the water demand of industry and township. In the recent time availability of river water at the pontoon site (water intake point) has reduced considerably due to changes in course of the river water stream and low level of water resulting in excessive deposition of silt in the river bed.

The situation of excess silt deposition has aggravated to such an extent that especially during pre-monsoon period/ dry season river water could not flow around the pontoon. In order to mitigate the problem of non-availability of river water around the pontoon, a manmade channel is created by de-silting and excavation. It has now become a yearly phenomenon with uncertainty of water availability for the industrial units and township.

The activities of OIL is increasing with expected higher production rate of crude oil and natural gas in future. The demand for water is also increasing. Already there is deficit in water supply as per the demand and accordingly action plan is to be drawn so that the entire water supply system infrastructural facilities can be augmented including construction of new/augmentation of Water Treatment Plant along with water intake point as per requirement, to cater for Water Security & Sustainability for the next thirty years.. Further, studies are to be undertaken to explore the possibility of drawing surface water or sub-surface water from Burhi Dihing to meet the future water demand. Again, in order to strengthen the water supply system, the water distribution systems also needs to be examined for modification and upgradation.

Accordingly, Oil India Limited would like to augment the infrastructural facilities of the entire water system for Water Security & Sustainability of the township for next Thirty (30) Years.

2.0) Proposed "Plan Of Action" for Water Security & Sustainability For next Thirty (30) Years:

The proposed plan of action is to be undertaken in two distinct phases as below:

Phase I : To undertake a study including survey of the River Buridihing within a distance of 5 km of the Pantoon Intake Point, to sustain water security for the township for the next 30 years. The study shall also include develop/upgrade surface water sources as an alternative source of raw water for present & future requirement, if the need arises.

On completion of the study, the infrastructure augmentation required for sustaining water security for the next 30 (Thirty) years shall be reviewed and designed accordingly.

Phase II: On completion of Phase I of the Project as above, Execution (Construction) to augment the Infrastructure Facilities shall be taken up in Phase II of the Project. For Phase II of the Project, OIL shall engage independent Construction Contractor(s) through open tendering process.

OIL proposes to engage a Consultant to carry out Phase I of the Project. As the Construction phase during Phase II of the Project shall be as per the design input of the consultant, therefore OIL shall engage the Consultant for

Supervision during Phase II of the Project as per the requirement of OIL detailed in the tender document.

2.1) BROAD ACTION PLAN DURING PHASE I OF THE PROJECT: The followings are the proposed broad plan of action during Phase I of the Project to be carried out by the Consultant:

- a. Estimate "Water Demand" considering design period of 30 years.
- b. Examination / scrutiny of the existing water system, identification of deficiencies in the present system and preparation of a report on modified planning and design of water system for strengthening and upgrading the entire water supply system.
- c. Preparation of a structured program for water quality monitoring and surveillance including establishment of water testing laboratory.
- d. Drawing a strategy for water safety and security for the township for the next thirty years.
- e. Basic Design of new water treatment plant with advanced technological inputs both from the viewpoints of operation and treatment processes including design for capacity augmentation of the existing water treatment plant(s). The capacity augmentation planned through modification of existing units and/or construction of additional/ new units/plant, if required. As far as possible, OIL would like to carry out the augmentation within the premises of the existing 4 MGD and/or 1.5 MGD Water Treatment Plants itself.
- f. Design to develop /upgrade surface water sources as an alternative source of raw water for present & future requirement, if the need arises.

3.0 ) Broad Scope of work of Consultants during Phase I of the Project : The broad scope of the Consultant during the Phase I of the Project shall be as below :

3.1) DURING THE STUDY : The following steps are required to be carried out during the study :

- i. Estimation for the Water Requirement of the Township and nearby installation for the next thirty years. : The quantity of water estimated for the water security and sustainability of the township for the next thirty years is to be based on certain datas. The available datas shall be provided from the Company's end. For other datas, field survey/ questionnaire survey/field survey of the Duliajan Township may be required to be carried out. Other required datas like population projections etc are to be resourced by the Consultant. OIL is having expansion plan for it's township and the nearby

installations. The datas pertaining to the expansion plan shall also be made available to the Consultant.

Based on the data/information so collected, the requirement of the water is to be projected for the next thirty years.

ii. Identification and augmentation of water source: The consultant will carry out field study including reconnaissance survey to identify the location where river water will be available throughout the year. This study will ensure selection of different locations of water intake in Burhi Dihing river and facilitate the making of a comparative study for selection of an appropriate location for augmentation of surface water source.

iii. River data collection from field and various agencies viz Water Resources Department etc.: Primary data relating to river Burhi Dihing will be collected and will include measurement of flow, depth of water, bed level, highest flood level, width of the river, identification of aquifer source within the river Buridihing etc. Monitoring of seasonal data will be helpful for the study. In addition, secondary data will be collected from Ministry of Water Resources, State Water Investigation Department, State Irrigation Department and any other agencies that provides datas of river sources of India. The study will also aim to collect data and information of sediment transport and deposition, soil erosion etc. The datas and information collected should be for a past duration of at least fifteen years. Form the data so collected the future prediction of the river source for the next thirty years should be projected to identify the availability of water throughout the year.

iv. Sub-surface Investigation: The river may get dry in seasons due to over drawl of ground water in the catchment area or for other natural phenomenon. The ecological flows in the rivers have reduced to a considerable extent in many river stretches. In the river Burhi Dihing adjoining Duliajan, sub-surface investigation will be carried out to assess availability of sub-surface river water. The sub-surface investigation will be carried out through seam boring in several places (pre-identified) and also pumping test at selected locations. Sub-surface lithological study will be carried out through seam boring (suggested size 50 mm dia). The depth of sub-surface boring will be restricted upto the available sand depth. The pumping well and observation wells will be installed at selected locations to monitor draw down and influence zone.

During the sub-surface investigation of the river Buridihing, the survey shall be required to be carried out on the river bed as well as on the bank of the river. For carrying out the survey works, permission shall be required to be taken from Government agencies. The Consultant should obtain the permission from the Govt. agencies for carrying out the survey works..

All the equipments and machineries required for sub-surface investigation should be sourced by the Consultant at his own cost.

v. Investigation of river Burhi Dihing and identification of alternate water source: Approximately, a minimum of five kilometer stretch of the river will be studied to identify location of intake point for surface water source. The study requires monitoring the flow, depth of water, width of river etc. throughout the year so that an intake point which would sustain the requirements of at least thirty (30) years can be located. The stretch of the river to be studied shall be firmed up in consultation with OIL.

vi. Water Security/Source Sustainability: The study will look into the aspect of water quality, sources of pollution, obstruction of river, withdrawal of water from the river for irrigation purpose. Water security is a challenge for the water supply agency. All relevant components will be investigated thoroughly to assess the sustainability of the water sources. The consultant will recommend alternative water sources/location of new water intake also, considering the aspect of sustainability of the water source.

### 3.2) ON COMPLETION OF THE STUDY:

On completion of the study, Consultant shall submit a Detailed Project Report (DPR) consisting of the following inputs:

- The details, result & recommendation of the study.
- Basic Design Package for Augmentation of Water Treatment Plant. The design should also include augmentation phase of the source for raw water intake to the Plant from river Buridihing.
- Design to develop /upgrade surface water sources as an alternative source of raw water for present & future requirement, if the need arises.
- Cost estimate for Phase II of the Project.
- Preparation of tender document & bill of materials for execution of Phase II of the Project.

3.2.1) The Detailed Project Report shall be initially submitted in the draft form supported by a presentation to the Company. During the presentation, deliberations on the draft Project report shall be taken up and suggestions on the draft may be put forward by the Company to be included in the Final Project Report. On completion of the presentation to be followed with discussion, the Detailed Project Report is to be submitted to the Company. Six (6) Hard Copies of the Final Project Report and and Two (2) Soft Copies of The Detailed Project Report are to be submitted. On submission of the Final Project Report by the Consultant and acceptance of the same by the Company, the

Phase I of the Project shall be considered to be completed. The completion of Phase I of the Project shall be intimated to the Consultant by OIL in writing.

3.2.2) To get the exact details of the schedule of works, progress of the works and the completion time of Phase II of the project, the Consultant shall submit the entire activities of the Phase II of the Project in MS Project-2007 (Shall include Start Date, Free Float and Total Float with start to finish relationship in Gantt chart format of each activities of the Project).

3.2.3) The Basic Design Package for Augmentation of the Water Treatment plant should include the source of raw water to the Water Treatment Plant also. An indicative parameter for the basic Engineering package is given below. It should be noted that this is only an indicative parameters, the same is to be firmed up in consultation with OIL.

3.2.3.1) BASIC ENGINEERING PACKAGE should include the followings

a) The Basic Engineering Design: should include but not limited to

- Conceptual process studies (material balances, process flowsheets preliminary plot plan, etc).
- The various water treatment processes/sub-processes and units for production of biologically and chemically safe water for human consumption as per the latest ISO Standard/CPCB Norms.
- Preliminary Piping and Instrument Design and Diagrams,
- Preliminary Electrical Design & Diagram for complete package of Electrical Power System
- Definition and sizing of main equipment resulting in process specifications, specification of effluents.
- Definition of control and safety devices etc.
- Regulations concerning environmental pollution (air, disposal, noise etc.)
- Other requirement such as General design information for the buildings, insulation, painting, floor proofing etc.

Generally speaking, all the basic studies required supporting a Basic Engineering Design Package (BEDP) containing all data needed by a competent contractor to perform the Detail Engineering.



b) Front End Engineering Design (FEED) On completion and approval of the Basic Engineering Design of the Plant by OIL, the Consultant shall proceed with the Front End Design of the Plant covering:

- Mechanical data sheets of the main equipment, starting from the process specifications issued during the BED and incorporating the specific requirements of codes and standards to be applied to the project in question.
- Preparation of tender packages for the main equipment.
- Development of process and utility Piping and including piping material, classification, lay-out, fittings, valves, etc.;
- Instrument Diagrams released for detail engineering including Distributed Control System (DCS), and all instrumentation systems and equipment such as alarms and shut-down systems, analyzers, transmitters, differential pressure elements, thermometers, thermocouples, level gages, pressure gages, control valves, measuring devices, cables, computer, etc.;
- Elaboration of the civil works layouts including specifications for concrete, paving, stairs, platforms, structures, buildings, site preparations, rough grading, foundations, painting etc.
- Sufficient process design data such as heat and material balance tables, required calculations and mechanical design data shall be supplied so as to perform detail design and procurement of the items. Standard engineering specifications and drawings for the detailed design of the specific Unit shall be provided. The engineering standards/specifications shall be provided to define the basic requirements for design and engineering, Vendor selection, procurement, manufacturing, inspection and installation of the equipment and materials.

And, generally speaking, all the studies to be performed before ordering the main equipment.

3.2.3.2) The following information/datas are also to be included in the Basic Engineering Package :

Effluent summary tables

- All gaseous , liquid effluents and solid waste showing quantities and qualities of impurities which are object of control (sulfur, phenol, oil, BOD5, COD, etc.) shall be tabulated to facilitate determining the environmental impact of the project.

Safety : The following requirements shall be included :

- Specifications, fire rating and identification of areas for fire proofing..

- Recommendation for fire-fighting facilities required for process Unit(s) and storage areas including rate of water/foam required, cooling system, deluge valve requirements and identification of the areas which require it.
- Recommendation for firefighting facilities as well as provision of blast proof walls and/or roof for control room.
- Recommendations for handling/storage of various chemicals, catalysts, hazardous materials etc.
- Number and location of safety showers, eye washes, fire hydrants, etc.
- Proposed methods of fire-fighting for different types of fires.
- The HSE management Plan is to be prepared in consultation with OIL and submitted to OIL by the Consultant.
- The HSE monitoring plan in the plant during its construction phase and thereafter is to be prepared in consultation with OIL and submitted to OIL.
- Any other specific safety requirement.

#### Hazardous area classification

- It shall indicate the sources of hazards and the extent of hazardous areas, providing area classifications for the selection of electrical equipment.
- Resins, chemicals, solvents and catalysts

The following information shall be prepared for each chemicals/resins/catalyst, solvents/inhibitors/packing and solid absorbent employed in the process:

- service;
- name or designation;
- initial fill quantity.
- Estimated annual consumption
- physical properties
- loading, unloading and make up procedures
- Probable acceptable manufacturer/suppliers;
- volume required;
- density;
- pellet or grain size and shape;
- design life/ shelf life (if any)
- regeneration characteristics.
- Any specific warehousing requirement

3.2.4 ) The followings are to be taken note by the Consultant during designing phase of the New water Treatment Plant :

(i) The design of the augmentation phase of the Water Treatment Plant including the source of raw water to the water treatment plant is to be carried out in consultation with OIL. The design is to be based on modern and state of the art technology design inputs.

(ii) Water quality is an important facet in water supply. Drinking water quality standard as per IS Standard is to be maintained for water supply in the township. Strategy for water as well as water security is to be adopted to ensure safe water supply to the township. The raw water is required to be analyzed and the treatment process to treat the water upto the IS standard/CPCB Norms is required to be incorporated in the design for New Water Treatment Plant. The treatment process shall be finalized in consultation with OIL. The new water treatment Plant should be equipped with Chemical laboratory for analysis & monitoring of the water quality. Further, the Water treatment plant should have a central control room to monitor the entire plant centrally.

The Consultant shall be required to analyse the raw water quality prior to designing of the plant.

(iii) The plant designs developed should be based upon sound engineering principles and should be flexible to future conditions, emergency situations, operating personnel capabilities and future expansion.

(iv) Being an E &P Company, OIL comes under the purview of OISD Safety Standards. These safety standards should also be taken into account during designing of the new plant.

(v) Detail Information/Drawing on the existing Water Treatment Plant (Electrical/Mechanical/Process) shall be made available to the Consultant on award of the Contract.

(iv) The design should include complete package of Electrical Power Supply system. The water Treatment plant is to be designed with the Electrical equipments. In addition to this, provisions are to be made for adequate mechanical equipments for supply of required water during no power situations. The followings are few salient points for designing the electrical system:

- 11Kv voltage shall be available as main source.
- Main Pumping motors should be 6.6 KV rated with AC drive.
- The system shall be complete with HT/LT sub stations, VCB panel with surge suppression unit & capacitor units, LT panel with MCCBs, RCBOs, LT APF panels and other required protective devices.

- All motors should be provided with Push Button Stations with starters fitted in the main MCC panel. 50% redundancy shall be provided for starter panels.
- NGR shall be provided in the system.
- 100% redundancy shall be provided for all Main motors & auxiliary motors & transformers.
- The replacement of the Electrical system of the existing plant & its integration with the new plant etc shall also be considered.

(v) The population of Duliajan Township is estimated to be approx 40,000 (Forty Thousand) as on the year 2011. However, this does not include the floating population which tends to be in the higher side. It is to be noted that the figure is an indicative parameters only and not actual. Further the present consumption pattern of the township indicates the population to be on the higher side. Therefore Consultant should estimate the population as explained in clause 3.1) above.

(vi) All the relevant statutory & applicable clearances have to be obtained by the Consultant on behalf of OIL. The permission for water withdrawal from river or withdrawal of ground water is also to be obtained by the Consultant on behalf of OIL. During phase I of the Project, the Consultant is to identify all the relevant & applicable clearance to be obtained and also identify the statutory/Govt. authority for the same.

(v As the execution ( construction) of the Infrastructure Augmentation of the Project shall be taken up in Phase II of the Project as per the "Detail Project Report" of the Consultant, therefore OIL proposes to engage the Consultant for supervision during Phase II of the Project.

4.0) ABOUT THE EXISTING 4 MGD WATER SUPPLY PLANT : The plan layout of the existing 4 MGD Water Treatment Plant is enclosed. The input to the plant from the Pontoon is through a 24" DIA pipe-line. The treated water is stored in the underground reservoir and is pumped through Electrical Motor Driven Centrifugal Pumping units. The quality of treated water is maintained as per IS:10500 Standard.

5.0) DETAIL OF PHASE II OF THE PROJECT : The role of the Consultant during Phase II of the Project shall be in supervisory category. For Phase II of the Project , OIL shall engage Construction Contractor (s) through tendering process. The following are the details of scope of the Consultant during Phase II of the Project :

i) The Cost Of Supervision during Phase II of the Project is to be quoted by the Consultant during the tendering stage of Phase I itself as per the schedule of

rates shown. This shall be considered during evaluation of the bids for award of the Contract. However payment shall be made to the Consultant during execution of Phase II only and shall form a part of Phase II of the Project.

ii) The Phase II of the Project is expected to be started within one & half year of completion of Phase I of the project.

iii) The start of Phase II of the Project shall be notified by OIL in writing to the Consultant.

iv) The construction period during phase II of the Project is likely to take two years. However, this period shall be firmed up during Phase I of the Project prior to submission of final "Detail Project Report".

iv) During the initial period of phase II of the Project, Consultant should obtain all the relevant statutory & applicable clearances from the competent authorities as identified in Phase I of the Project.

v) The Performance Bank Guarantee submitted for Phase I of the Project shall be released only on submission of Performance Bank Guarantee for Phase II of the Project. The Performance Bank Guarantee for Phase II of the Project is to be submitted prior to start of Phase II of the Project.

#### 5.1) ROLE OF THE CONSULTANT :

BRIEF SCOPE OF WORK OF THE CONSULTANT DURING PHASE II OF THE PROJECT includes Project Management services, Construction Management/ Supervision, Pre-Commissioning and Commissioning for the Project.

Brief summary of the obligations and duties of the Consultant are as under.

Ø Review/approval of design/drawings/documents submitted by contractors/suppliers.

Ø Monitoring & control of project progress

Ø Inspection and expediting.

Ø Construction supervision including certification of contractor's bills.

Ø Safety, Health & Environment Management.

Ø Quality assurance & Quality control as per specified Standards/Procedures.

Ø Review and approval of "As Built Documents/Drawings".

Ø Overall Project Management.

Ø Pre Commissioning & Commissioning upon mechanical completion

Ø Assistance in Arbitration / Court Cases with the vendors / contractors

Ø Closing of contracts.

5.1.1 Review/approval of design/drawings/documents submitted by contractors/ suppliers:

Consultant shall ensure expeditious submission of data/drawings/ designs by the Contractor and review the same within 10 days of receipt at Consultant's office. Incompleteness of data submitted by Contractor shall be clearly brought out by Consultant. Consultant shall endeavor to approve the data/drawings/designs submitted by Contractor in the shortest possible time but not later than 20 days from the date of receipt of first submission. Any delay beyond 20 days in approval of submissions made by Contractor shall be brought to the notice of Owner, along with reasons for the same.

Ø Review and approve design basis

Ø Review and approve the following:

Ø Design/Engineering codes and standards

Ø Procurement procedures

Ø Coordination Procedure

Ø Inspection procedures and systems

Ø Quality Control system

Ø Organization set-up and CV's of the personnel proposed for the project

Ø Construction plans and procedures

Ø Pre-commissioning/commissioning & Guarantee demonstration procedures.

Ø Review to ensure compliance with specific requirements of process licensor(s) and approve detailed engineering documents

Ø Review & approval of GA drawings prepared by Contractors

#### 5.1.2 Construction Management & Supervision:

Ø Organize, plan, supervise and manage the construction activities as a whole. Overall project management services through project planning and control with responsibility for integrating all blocks, progress measurement and reporting of each Contract.

Ø Interpretation of technical requirements set forth in the various contracts and issuance of such interpretation for the guidance of the contractors on behalf of owner and in response to communications from various contractors involved in the project.

Ø Responsibility for reviewing various documents for establishing contract procedures appropriate to the project and for ensuring contractors' compliance with those procedures in all respects while awarding subcontracts by maximizing Indian content whenever feasible.

Ø To implement a structured & auditable Safety Management Plan at the Construction site and preventive measures against unsafe act / procedures

Ø Responsibility towards acceptance of job of each contractor.

Ø Receiving and reviewing invoices, certifying payment to all contractors involved in the project and recommending to owner for payment.

Ø Administration, on behalf of owner (if required), of all agreements/contracts executed towards implementation of the project.

Ø Adherence to health and safety factors as well as environmental protection measures as stipulated from time to time by Ministry of Environment & Forest,

State Pollution Control Board and any other statutory body, during construction and commissioning.

Ø Obtaining of all necessary Statutory approvals for operation of construction related equipment (e.g., for movement of heavy equipment on roads and across railway crossings). Also, seeking of customs approvals for bringing in heavy construction machinery (like cranes, etc.) from abroad and taking them back, if required.

#### 5.1.3 Inspection and expediting:

The proper control of purchased materials includes both expediting and inspection of materials throughout the manufacturing cycle. Consultant shall perform (or assign to agreed third party) inspection and expediting of materials supplied from Indian / foreign sources.

OIL reserve the right to inspect the equipments at Manufacturer's work at it's own cost.

#### 5.1.4 Safety, Health & Environment Management:

It is Owner's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects, this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or noncompliance.

Consultant shall prepare The HSE Management Plan for Phase II in consultation with OIL and submitted to OIL by the Consultant.

Consultant shall prepare The HSE Monitoring Plan for Phase II in consultation with OIL and submitted to OIL.

Consultant shall monitor, report and ensure that the above requirements are fully adhered to.

#### A. Site Safety Organization:

Consultant is to appoint a safety officer with appropriate staff support whose responsibility is to monitor all safety activities on the job site and report his findings to Consultant. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and subcontractors. Each location shall require enforcement of approved safety rules and procedures by contractors and subcontractors.

Consultant shall ensure contractor, subcontractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project to inculcate and maintain safety awareness among their employees.

Each employee, prior to beginning work, shall be given a safety orientation course. Consultant shall be responsible for arranging and providing such and

ensuring consistency of knowledge and understanding across all and work groups. All personnel must be fully knowledgeable of the potential hazards involved in the work they supervise and the safe practices to be followed in their work.

#### 5.1.5 Quality assurance & Quality control as per specified Standards/Procedures:

Ø Overall responsibilities for quality management throughout the project by reviewing the quality management systems proposed by Contractor and ensure these are appropriate to project requirements and objectives. Also, PMC shall prepare an integrated Quality Assurance Program (QAP) for the whole project, duly approved by owner satisfying recognized International standards specified e.g. IS, BIS, ISO, BS, ASME, OISD, ASTM, API etc.

Consultant shall have an established quality management organization which shall be responsible for monitoring and auditing compliance with the QAP throughout the whole Project. The organization shall comprise sufficient numbers of suitably trained and qualified staff to ensure that all requirements of the QAP are satisfactorily implemented by the Contractors.

The QAP shall cover, but shall not be limited to:

- ü Verification and approval of methods used and documentation produced during engineering and construction work;
- ü Inspection, handling and identification of equipment and materials, and proper documentation ;
- ü Planning , agreement of methods, and techniques, supervision, inspection, acceptance and proper verification and acceptance of documentation during construction work;
- ü Field inspection and testing procedures;
- ü Consultant to assist HPCL in filling insurance claim, if any. Consultant shall provide services for ascertaining repair cost and consultant to carry out inspection for repair of material or replacement.
- ü Operating, maintenance and training manuals.

Consultant shall prepare for Owner's approval and execute a program of quality audits for its own, and contractors' activities. Such program shall be submitted as part of the QAP for Owner's approval. Owner shall have the option to provide representatives to participate in any quality audits carried out on the Project.

Owner reserves the right, with due notice, to carry out audits of Consultant's activities for compliance with QAP.

Ø Inspection of stage wise construction activities of Contractor.



Ø Monitoring, appraising and reporting to owner on the quality and safety aspects of engineering design and construction by all agencies involved in the project.

Ø Provide stage wise QA/Inspection/testing during manufacturing of material/goods at vendors' work.

Ø Providing inspection of materials/goods before dispatch from vendors' works and issuance of Inspection release notes.

#### 5.1.6 Construction:

Consultant shall manage and supervise other contractors' activities at site and coordinate with contractors, such that the construction of the Project is carried out by the contractors according to the procedures and quality assurance program agreed between Owner, Consultant and the Contractors.

Consultant shall be deemed to have full knowledge of the applicable codes and standards, laws and regulations, safety rules and regulations, conditions of labour, local conditions and environmental aspects in Maharashtra and India, and shall comply with the requirements thereof where applicable.

Consultant shall assign construction specialists at site to ensure that the Project is built according to the time schedule and to approved codes and standards, specifications and drawings. These activities shall include, but not be limited to, the following:

Ø review and recommend to Owner on the adequacy of contractors' supervisory personnel, and craftsmen in terms of qualifications and numbers;

Ø Coordinate the activities of contractors and these respective subcontractors/vendors to ensure that their work plans are such that the subcontractors/vendors avoid interference with one another;

Ø Consultant shall review the approved construction plan on monthly basis. If any time lag is observed in the progress, consultant to analyze & advise party for additional steps to be taken to boost the job progress and make recommendations to owner on any action to be taken to maintain schedule.

Ø Review and recommend regularly on contractors' allocation of manpower and construction equipment;

Ø review and approve, on Owner's behalf, contractors' work methods, with special emphasis on safety and quality ;

Ø review and approve the procedures proposed by contractors for the inspection by Consultant of each item of construction work and the witnessing by Consultant of each construction activity in so far as inspection and witnessing are required;

Ø Supervise, inspect and certify that quality of the contractors' work to ensure that all work is adequate for the purpose intended, is in accordance with good engineering and construction standards and practices, drawings and specification, and is in accordance with the quality assurance program and conforms with the contract provisions;

- Ø ensure that adequate records are maintained, so that expediting for rectification is made easy and systematic;
- Ø review and certify the contractors' claims. Certify and recommend to Owner on the progressive payments of the work according to the work completed;
- Ø On behalf of Owner supervise and agree with contractors on a phased completion program, to facilitate a logical, mechanical completion program.
- Ø Closing the all open purchase orders / work orders / contract to close project sites.
- Ø review contractors' detailed proposals for the startup and the conduct of the performance tests, and advise Owner and the contractor accordingly to ensure that all the activities will be carried out in a safe and efficient manner.
- Ø supervise close-out of contractors' work and certify and make recommendations to Owner on the acceptance of construction completion certificates, mechanical completion certificates, provisional acceptance certificates and final acceptance certificates for the Project, by plant system unit and block as relevant;
- Ø report immediately about any use of materials not in accordance with the drawings, specification and contract, and supervise its removal from job site;
- Ø supervise all works required for modifications requested or approval by Owner in accordance with the Project procedures;
- Ø Carry out HAZOP studies and ensure that actions have been taken based on as-built documentation;
- Ø Review and recommend safety and labour relations procedures prepared by other contractors in line with all applicable codes, regulations and Owner requirements. Monitor safety and labour relations and take action on behalf of Owner on all problems, violations and inquiries;
- Ø inspect and record site activities and oversee that documentation is kept up-to-date and in first rate condition in preparation for completion of the Project. Consultant shall ensure that all as- built drawings for the Project are recorded correctly and compiled and submitted by the contractors as stated in the contract. Consultant shall submit the same to Owner after approval
- Ø Maintain CTE Registers

#### 5.1.7 Closing of Contract and Documentation:

Consultant shall be responsible for closing the all open purchase orders / work orders / contract to close project sites.

Consultant shall ensure all documentation and engineering data are delivered in a timely manner. The quality and technical integrity of this information shall be monitored to ensure compliance with the Quality Assurance Program. The delivery mechanism shall be the responsibility of Consultant i.e. The electronic media use, indexes, sizes and number of copies of soft copy and hardcopy, etc. Consultant shall also be responsible for modifying the documentation and data requirements to reflect any existing and new statutory requirements from both government and certifying authority sources.

Consultant to handovers the required number of soft/hard copies of following, but not limited to, design basis, process package, tenders (MR &PR), drawing, layouts, operating manual, single line diagram, P & IDs, HAZOP study etc. to OIL.

Consultant shall be responsible for production of the operating manual(s). This will include scheduling for the preparation of the materials making up the operating manuals. It shall also include the review of drafts of the material in conjunction with Owner. Regular progress meetings shall be held at the appropriate time to ensure completion, commissioning and operation.

**5.1.8) Assistance in Arbitration:**

Consultant shall ensure that the issues related to various contracts are settled amicably with the contractors/suppliers. Consultant shall provide necessary assistance to the owner and prepare suitable replies to address the claims / grievances / disputes of the contractors / suppliers, as and when they arise.

Despite the above, if any contractor/supplier imposes Arbitration proceedings on OIL, the consultant shall be responsible for providing necessary assistance to OIL in connection with these proceedings from the date of award of contract upto a period of 3 years from the date of completion of the project. The rates quoted by the consultant shall be all inclusive and such cost of providing assistance for the arbitration proceedings to be borne by the consultant.

**5.2) Warranties/Guarantees:** Consultant shall provide the following warranties/guarantees :

Ø Providing quality/performance assurance guarantees for engineering and construction for safe operation of facilities and to provide corrective engineering/modification for all defects

Ø To work as an interface between Contractor and project authority, undertake single point responsibility for implementation of the project, and guarantee the general engineering and construction and erection quality as per specifications. Although Contractor will have prime responsibility for providing guarantees for mechanical completion and commissioning within the schedule as part of the engineering, procurement, construction and commissioning contract, a guarantee from Consultant on these terms is also required since Consultant is responsible for drawing a reasonable but fast track project schedule and monitoring the work of all agencies involved in implementation on owner's behalf.

**5.3 CONSULTANT'S PERSONNEL:** Consultant warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable statutory norms and safety requirement of the Company. Upon the Company's written request, the Consultant, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Consultant determined by the Company to be unsuitable and shall promptly

replace such personnel with alternative personnel acceptable to the Company without affecting Company's work.

The Consultant shall be solely responsible throughout the period of the contract for providing all requirements of their personnel, including but not limited to insurance, housing, medical services, messing, their transportation to & fro from field site (both air and land transportation), enroute expenses, vacation, salaries and all amenities, termination payment and taxes, if any, payable at no charge to the Company & Company shall have no responsibility or liability in this regard.

Consultant must have the following key personnel at site during execution of Phase II of The Project:

a. One (01) technical personnel for the post of Resident Construction Manager (RCM). He/ She shall be graduate in Mechanical or Civil Engineering, having at least 20 years of experience in similar projects.

He/ She shall be stationed at the site from the starting of the project till the closing of the Contract.

b. Two (02) graduate Civil Engineers with minimum 07 years experience or diploma engineer in Civil with minimum 10 years experience in handling similar projects, for the post of Construction Manager (Civil).

One of them shall be stationed at site from the starting of the project till successful Mechanical completion of the project. The other one shall be deployed at site as per the site requirement.

c. One (01) graduate Mechanical Engineers with minimum 07 years experience or diploma engineer in Mechanical with minimum 10 years experience in handling similar projects, for the post of Construction Manager (Mechanical).

He/ She shall be deployed at site as per the site requirement.

d. One (01) graduate Electrical Engineers with minimum 07 years experience or diploma engineer in Electrical with minimum 10 years experience in handling similar projects, for the post of Construction Manager (Electrical).

He/ She shall be deployed at site as per the site requirement.

e. One (01) graduate Instrumentation Engineers with minimum 07 years experience or diploma engineer in Instrumentation with minimum 10 years experience in handling similar projects, for the post of Construction Manager (Instrumentation).

He/ She shall be deployed at site as per the site requirement.

f. One (01) graduate Engineers with minimum 07 years experience in handling projects out of which a minimum of three (03) years as a responsible officer to look after all the safety aspects, for the post of Construction Manager (Safety).

He/ She shall be deployed at site from the starting of construction activities till mechanical completion of the project.

Note : (i) OIL shall communicate in writing to the Consultant for deployment against each category of the key personnel.

(ii) Consultant shall furnish bio-data of key personnel along with all supporting documents, certificates etc. for OIL's approval prior to their deployment.

(iii) In case the Consultant replaces any key personnel during the Contract period, approval is to be taken from OIL prior to their deployment. The replaced Key personnel should have the same qualification and experience as per the above para.

(iv) An undertaking from all the personnel as per Proforma "Undertaking From The Personnel" should be forwarded prior to mobilization of manpower for deployment under this Contract . The Proforma shall be supplied to the Consultant prior to mobilisation for Phase I of the Contract.

(v) The personnel deployed by the Consultant should comply with all the safety norms applicable during the entire Contract period.

(vi) Consultant's key personnel shall be fluent in English language (both writing and speaking).

(vii) The key personnel indicated above is the minimum number of required personnel only. Employment of personnel other than key persons shall be at the discretion of the Consultant. Consultant shall forward a complete list of all the persons with their job descriptions that shall be deployed during Phase II of the Project.

5.4 ) EXECUTION & MONITORING PLAN : Consultant shall provide an execution & monitoring plan describing how the Project will be organized, managed, executed and monitored during Phase II of the Project. The description shall cover all aspects of the Project from award of Contract, through and including aspects of the Basic Design and the Detailed Engineering, Procurement/Tendering, construction, completion, commissioning and hand over of the Project, including but not limited to:

- Organization chart including but not limited to key personnel to be deployed by the Contractor their line of duties and reporting positions.
- Work plans for Basic Design, Detailed Engineering, Equipment Procurement, and Project management.

To get the exact details of the schedule of works, progress of the works and the completion time of Phase II of the project, the Consultant shall submit the entire activities of the Phase II of the project in MS Project-2007 (Shall include Start Date, Free Float and Total Float with start to finish relationship in Gantt chart format of each activities of the project).

Consultant shall provide Schedule of Work by first filling the key dates for various major activities detailed in the "Project Schedule" for each item. A minimum period of 2 months shall be allocated beyond mechanical completion for product commissioning activities including various station energizations.

The detailed Schedule of Work shall be in the form of bar chart schedule or schedules covering all aspects of the Work, from award of Contract through to completion of commissioning of the Project including but not limited to, those aspects set forth in the attached Project Schedule. Consultant is encouraged to make aggressive and comprehensive schedule in the form of PERT/CP network with slacks for start/end of non-critical activities should also be provided.

Consultant is also to provide a man-hour loading curve, which should be in sequence with the aforesaid Project Schedule.

6.0) PAYMENT TERMS: Followings are the payment Terms during Phase I and Phase II of the Project:

During Phase I of the Project:

(i) Payment is to be made to the Consultant after completion of each activity, duly certified by the Company Representative.

(ii) The cost towards "Detailed Project Report" to be submitted by the consultants including the design & cost estimate for Augmentation Of the Infrastructure Facilities for the entire water system, is to be included in the Total Estimated Cost for Phase I of the Project. 10% of the cost against each activity (as shown in the Schedule Of Rates) shall be retained and shall only be released to the Consultant after submission of the Detailed Project Report.

During Phase II of The Project : The Cost Of Supervision during Phase II of the Project should be quoted by the Consultant during the tendering stage of Phase I itself as per the schedule of rates shown. This shall be considered during evaluation of the bids for award of the Contract. However payment shall be made to the Consultant during execution of Phase II only and shall form a part of Phase II of the Project.

Payment during Phase II of the Project shall be made not earlier than monthly. The payment shall be made as per the progress of work during Phase II of the Project.

The progress of work shall be as certified by OIL in accordance with the Schedule Of Work to be submitted by the Consultant and as agreed by OIL.

NOTE : At any time during execution of the Project, Company may decide to terminate the Contract giving 15 days prior notice to the Consultant. During such termination, the Consultant shall be paid the cost of each activity completed till the time of termination.

Force Meajure rate: "Force Majeure" rate shall be 70% of per day rate.

For calculation of Force Meajure Rate during Phase I of the Project, the day rate shall be calculated by dividing the Contract Cost for Phase I of the Project dividd by the contract period for Phase I of the Project.

For calculation of Force Meajure Rate during Phase II of the Project, the day rate shall be calculated by dividing the Cost of the Contract for Phase II of the Project by the factor of 730 (Seven Hundred & Thirty).

7.0) DELIVERY SCHEDULE : The activities listed under Phase I of the Project is to be completed during two dry season. A dry season shall be of five (05) months duration from the Month Of November to the month of March.

The Consultant shall submit the Project Report of Phase I of the Project within three (03) months of completion of the activities listed under Phase I of the Project. On acceptance of the final Detail Project Report by OIL the Phase I of the Project shall be considered to be completed. Completion of Phase I of the Project shall be informed to the Consultant by OIL in writing.

The total duration for the Phase I of the Project shall be two (02) years . The Contract duration may be extended by one (01) more year at the discretion of OIL.

The Consultant should submit a indicative delivery schedule for each sub-activity under Phase I of the Project along with their bid.

#### 8.0) SPECIAL CONDITION OF THE CONTRACT:

(i) The Consultant and their Consortium/Joint Venture Partner(s) engaged for Phase I of the Project shall not be eligible to participate in the tender for Phase II of the Project.

(ii) The Consultant shall bring their own manpower and equipment required for execution of all the activities listed under Phase I and Phase II of the Project. A detailed list of all the manpower and equipments to be brought by the Consultant should be submitted along with the bid. Any permission/fees

required for mobilizing the resources to Duliajan shall be on Consultant's account.

(iii) The boarding, lodging and travel arrangement of the manpower to be deployed by the Consultant should be arranged by the Consultant on its own account. The Consultant shall also be responsible for security and medical arrangement of their manpower.

(iv) The Consultant should set up a site office at the Project site at its own cost. This site office shall be in addition to any other set up the Consultant decide to set up at Duliajan during the Project.

(v) The cost towards mobilization and demobilization of the equipment and manpower of the Consultant shall not be paid extra by the Company.

(vi) The rates should be inclusive of all applicable taxes & levies. The expenses towards travel, boarding & lodging etc are to be included in the quoted rates.

(vii) In this CONTRACT the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires.

"THE COMPANY/OWNER/OIL" means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.

The "COMPANY or OIL's REPRESENTATIVE/ENGINEER/ENGINEER-IN-CHARGE (EIC)" means the person designated from time to time for supervision and liaison with the Consultant / CONTRACTOR by OIL and includes those who are expressly authorised to perform on OIL's behalf for operation of this CONTRACT.

"CONSULTANT" means -----.

"CONTRACTOR/ Construction Contractor " means the Contractor(s) to be awarded the Contract for construction during Phase II of the Project .

(vi) GENERAL HSE POINTS TO BE FOLLOWED IN THE CONTRACT:

a. It will be solely the Consultant'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-Consultants hired by him comply with the same requirement as the Consultant himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub Consultants.



b. Every person deployed by the Consultant in a mine must wear safety gadgets to be provided by the Consultant. The Consultant 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 Consultant fails to provide the safety items as mentioned above to the working personnel, the Consultant 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 Consultant's Bill. . However , it will be the Consultant'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.

c. The Consultant 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 Consultant and how it is to be managed.

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

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

f. Consultant 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 .

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

h. Consultant to note that being an E &P Company, Oil India Limited comes under the preview of DGMS/OISD. There are certain laid down rules /procedures which are to be followed by the Consultant while carrying out the work under this Contract. The applicable rules/regulation/procedures shall be made available to the Consultant prior to starting of the work.

- i. The Consultant 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
- j. 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.
- k. It will be entirely the responsibility of the Consultant/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.
- l. Any compensation arising out of the job carried out by the Consultant whether related to pollution, Safety or Health will be paid by the Consultant only.
- m. Any compensation arising due to accident of the Consultant's personnel while carrying out the job, will be payable by the Consultant.
- n. The Consultant shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- o. The Consultant has to keep a register of the persons employed by him/her. The Consultant's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- p. If the company arranges any safety class / training for the working personnel at site (company employee, Consultant worker, etc) the Consultant will not have any objection to any such training.
- q. The health check up of Consultant's personnel is to be done by the Consultant 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.
- r. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- s. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Consultant .

- t. A Consultant 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.
- u. A Consultant 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.
- v. Consultant's arrangements for health and safety management shall be consistent with those for the mine owner.
- w. In case Consultant is found non-compliant of HSE laws as required company will have the right for directing the Consultant to take action to comply with the requirements, and for further non-compliance, the Consultant will be penalized prevailing relevant Acts/Rules/Regulations.
- x. 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 Consultant to cease work until the non-compliance is corrected.
- y. The Consultant should prevent the frequent change of his contractual employees as far as practicable.
- z. The Consultant should frame a mutually agreed bridging document between OIL & the Consultant with roles and responsibilities clearly defined.
- aa.For any HSE matters not specified in the contract document , the Consultant will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
- bb.Competency Criteria shall be formulated & documented, for all kinds of Consultant employees being engaged by the company.
- cc. Vehicles to be used by the Consultant should have audio alarm while reversing.
- dd.While carrying out the survey inside the river all statutory precaution to be adopted by the Consultant /Consultant's personnel.
- ee. If applicable, the permission to survey the river is to be obtained by the Consultant from the competent Govt/Statutory bodies prior to starting of the work.

9.0) DEFICIENCY: The following penalties shall be applicable in this Contract:

i) LIQUIDATED DAMAGE FOR DELAY IN COMPLETION OF PHASE II : For delay in completion of the Project beyond the period of completion for whatever reason other than those attributable to OIL, LIQUIDATED DAMAGE will be applicable @0.5% per week of Contract Cost for Phase II of the Project subject to maximum value of 7.5% of Contract Cost for Phase II of the Project.

ii) FAILURE PENALTY: In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel during Phase II of the Project, as set out in the Contract, the penalty shall be levied at the following rates:

a) Failure to provide Resident Construction Manager at the rate of 8% of the day rate for each day of non-availability of the Resident Construction Manager.

b) At the rate of 5% of the day rate for each day of non-availability of the Construction Manager to be stationed at the site till completion of the Project.

c) At the rate of 3% of the day rate for the period of non-availability of each of the other key personnel apart from those mentioned above.

**NOTE:**

1. The above penalty rates are applicable for the first seven days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.

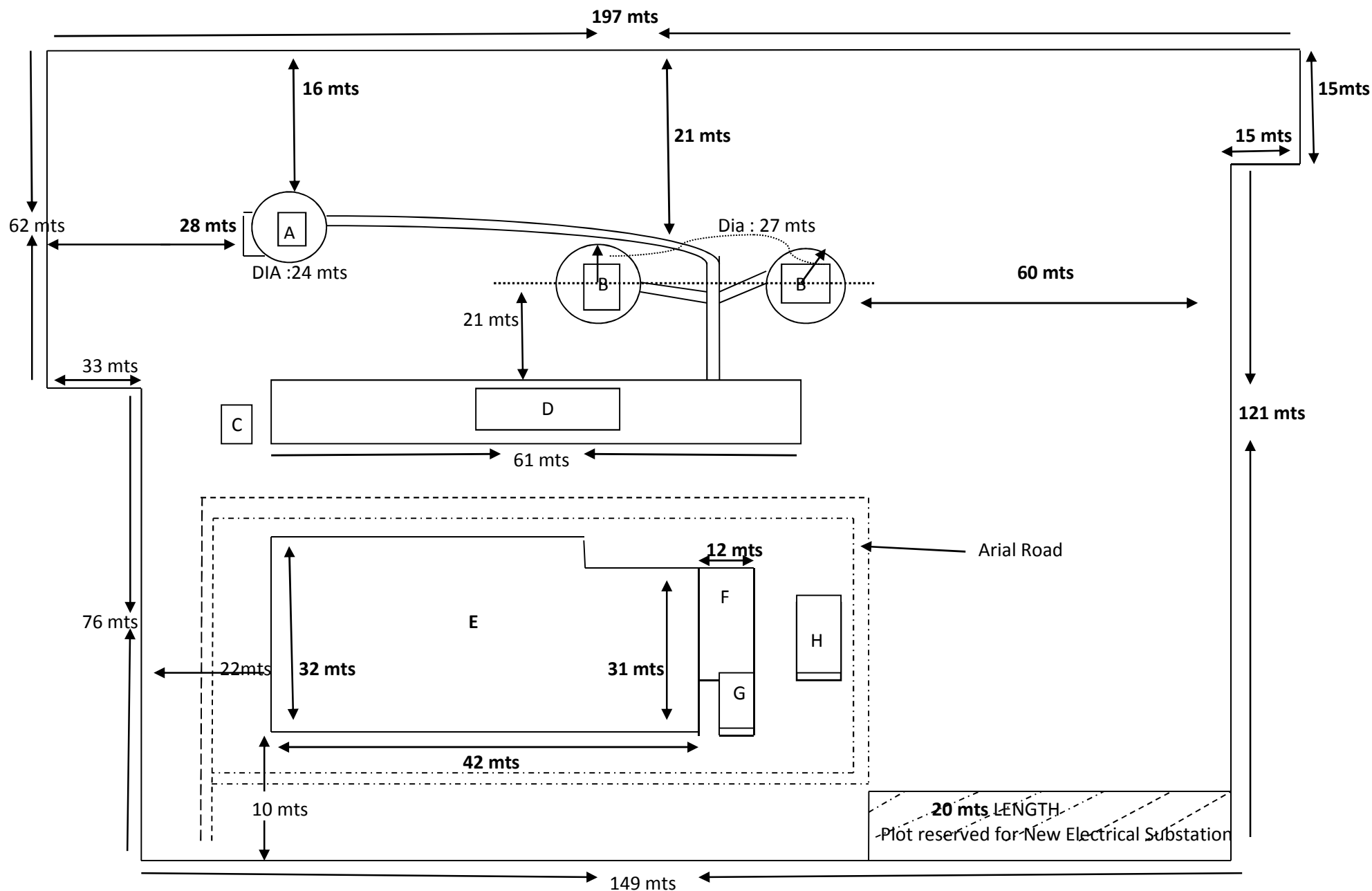
2. Beyond seven days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.

3. Contractor will be paid for zero rates if operation is suspended for any reason attributable to the Contractor.

4. For the purpose of levying of failure penalty, the day rate shall be calculated by dividing the Cost of the Contract for Phase II of the Project by the factor of 730 (Seven Hundred & Thirty).

\*\*\*\*\*END OF SCC\*\*\*\*\*

# LAYOUT OF THE 4 MGD WATER TREATMENT PLANT :



**LEGENDS :** A = Pre Settling Tank

B = Cleariffluculators.

C = Filter Media Storage Area ( Can be dismantled)

D = Filter Bed House.

E = Under Ground Reservoir

F = Filter Water Pump House.

G = Diesel Engine Driven Pump House, may be reoriented.

H = Electrical Sub Station, & Material Godown( To be shifted)

Arial Road : of width 3 mts, May be reoriented.

OIL INDIA LIMITED  
(A Govt. of India Enterprise)

Description of Service: Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL

Part-II Schedule of Work, Unit and Quantity **(Please do not quote any rate here)**

Line Item	Description of Services	Quantity	UOM
10	Identification and augmentation of water sources(Phase-I)	1	LSM(LUMSUM)
20	River data collection from field and various agencies viz. Water Resource Department etc.(Phase-I)	1	LSM(LUMSUM)
30	Sub surface water investigation(Phase-I)	1	LSM(LUMSUM)
40	Investigation of river Burhi Dihing and identification of alternate water source.(Phase-I)	1	LSM(LUMSUM)
50	Water security/source sustainability(Phase-I)	1	LSM(LUMSUM)
<b>TOTAL OF PHASE-I</b>			
60	Supervision during Construction phase Of The Augmentation of Water Treatment Plant( <b>PHASE-II</b> )	1	LSM(LUMSUM)
	<b>TOTAL₹ (PHASE-I + PHASE-II)</b>		

**NOTE**

- Bidder to quote Unit Rate for a particular item as per above price bid format.
- Bidders are requested to quote inclusive of all applicable taxes & levies except service Tax. The expenses towards travel, boarding & lodging etc. are to be included in the quoted rates. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

**SOQ****E-TENDER CDI CDI7685P16**

3. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the Total of PHASE-I and PHASE -II of the Project as per this Price Bid Format
4. In case the total amount quoted is same for more than one bidder, then the bidder quoting the lowest rate against PHASE - II of the Project shall be considered for award of the Contract.
5. In case the total amount quoted is same for more than one bidder and the quoted amount against PHASE - II of the Project is also the same, then the lowest bidder for award of the Contract shall be considered by draw of Lots amongst the bidders quoting the same lowest total amount
6. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.

\*\*\*\*\* END OF SOQ \*\*\*\*\*

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

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

NOT APPLICABLE



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

**SUB: SAFETY MEASURES**

**Description of work/service:**

Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF BIDDER

**INTEGRITY PACT**

Between

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

And

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

**PREAMBLE:**

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

Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL

. **(IFB No. CDI7685P16)**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

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

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

(B) If the Principal obtains information on the conduct of any of its employees

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

**Section 2 - Commitments of the Bidder/Contractor**

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

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

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

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

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous transgression**

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

the tender process.

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section 8 - External Independent Monitor/Monitors (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such

meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

#### **Section 10 - Other provisions**

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

## PART-VI: INTEGRITY PACT

**E-TENDER CDI 7685P16**

-----  
For the Principal

-----  
For the Bidder/Contractor

Place: Duliajan.

Witness 1: .....

Date:

Witness 2: .....

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**PROFORMA - I**  
**BID FORM**

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

Sub: IFB No. : CDI7685P16

Dear Sir,

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

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**PROFORMA – II**

LETTER OF AUTHORITY

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

Sir,

Sub : IFB No. CDI7685P16

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.:\_\_\_\_\_ for *“Hiring Services for Augmentation of Infrastructure Facilities For Water Supply System of Oil India Limited, Duliajan, Assam for a period of two years extendable by one more year at the discretion of OIL”*.

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
For & on behalf of : \_\_\_\_\_

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

.....

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

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

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

\*\*\*\*\*

**ANNEXURE- I**

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

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

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

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Signature of Vendor with Official Seal

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

\*\*\*\*\*

ANNEXURE- II

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

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI7685P16** 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), 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.

**PROFORMA & ANNEXURE**

**CDI7685P16**

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.

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_/\_\_/\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_/\_\_/\_\_

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.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.

**Note for the bidders:**

**Bid Security:** If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

**Performance Security:** If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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