



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI3414P17

**HIRING THE SERVICES OF SYNCHRONOUS
ON-OFF PSP SURVEY OF PIPELINES IN 1217
K.M ROW/ROU**

Company: _____

Contractor : _____

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Instruction to bidders : Bidders are required to submit their bid through online with their quoted rates as per **Section-II** in **Price-Bid Format** along with all relevant documents as required.

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 - Proforma -I** : **UNDERTAKING(COPY TO BE UPLOADED ALONG WITH THE BID)AND HARD COPY TO BE SUBMITTED ALONG WITH BID SECURITY**
 - Proforma -J** : Certificate of annual turnover & net worth



FORWARDING LETTER

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan. Pipeline Department of OIL, having its Head Quarter at Noonmati, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the State of Assam, West Bengal and Bihar.
- 2.0 In connection with its operations, Pipeline Department of OIL invites Domestic Competitive Bids (DCB) from competent and experienced Contractors through OIL’s e-procurement site for:

HIRING THE SERVICES OF SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINES IN 1217 K.M ROW/ROU

LOCATION OF WORK : ALONG THE PIPELINE ROW/ROU & ICCP STATIONS FROM DULIAJAN, ASSAM TO BARAUNI, BIHAR

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- | | |
|---|--|
| (i) IFB No. | : CGI3414P17 |
| (ii) Type of IFB | : <u>Single Stage-Single Bid System</u> |
| (iii) Pre-Bid Conference Date | : Not Applicable |
| (iv) Venue of Pre-Bid Conference | : Not Applicable |
| (v) Last Date of Receipt of Pre-Bid Queries | : Not Applicable |
| (vi) Bid Closing Date & Time | : As per online data |
| (vii) Bid Opening Date & Time | : As per online data |
| (viii) Priced Bid Opening Date & Time | : Same as Bid opening date & time |
| (ix) Bid Submission Mode | : Bid should be uploaded in OIL’s E-Procurement portal |

Company: _____

Contractor : _____

- (x) Bid Opening Place : Office of the Chief Manager-Contracts
Oil India Limited, Pipeline Head Quarter
Guwahati-781171, Assam, India
- (xi) Bid Validity : **90 days** from date of Closing of bid
- (xii) Mobilisation Time : **15 days from the date of issue of work Order**
- (xiii) Bid Security Amount : **Rs.31,200.00**
- (xiv) Bid Security Validity : **120 days** from date of closing of bid
- (xv) Amount of Performance Guarantee : **7.5% (initial security deposit along with acceptance of contract is to be deposited 2.5% and remaining 5% is to be recovered from running account bill) of the total for estimated contract value.**
- (xvi) Amount of Retention Money : **5.0% from each bill**
- (xvii) Validity of Performance Security : Up to 3 **months** from date of completion of contract
- (xviii) Duration of the Contract : **6 months**
- (xix) Bids to be addressed to: : CHIEF MANNAGER(CONTRACTS)
OIL INDIA LIMITED
PIPELINE HEAD QUARTER
GUWAHATI-781171, ASSAM, INDIA

3.0 INTEGRITY PACT:

Not applicable

4.0 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 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 the E-procurement tender. The User ID shall be intimated to the eligible bidders through email on receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID on free of charge basis. Bidders who do not have a User ID, can click on

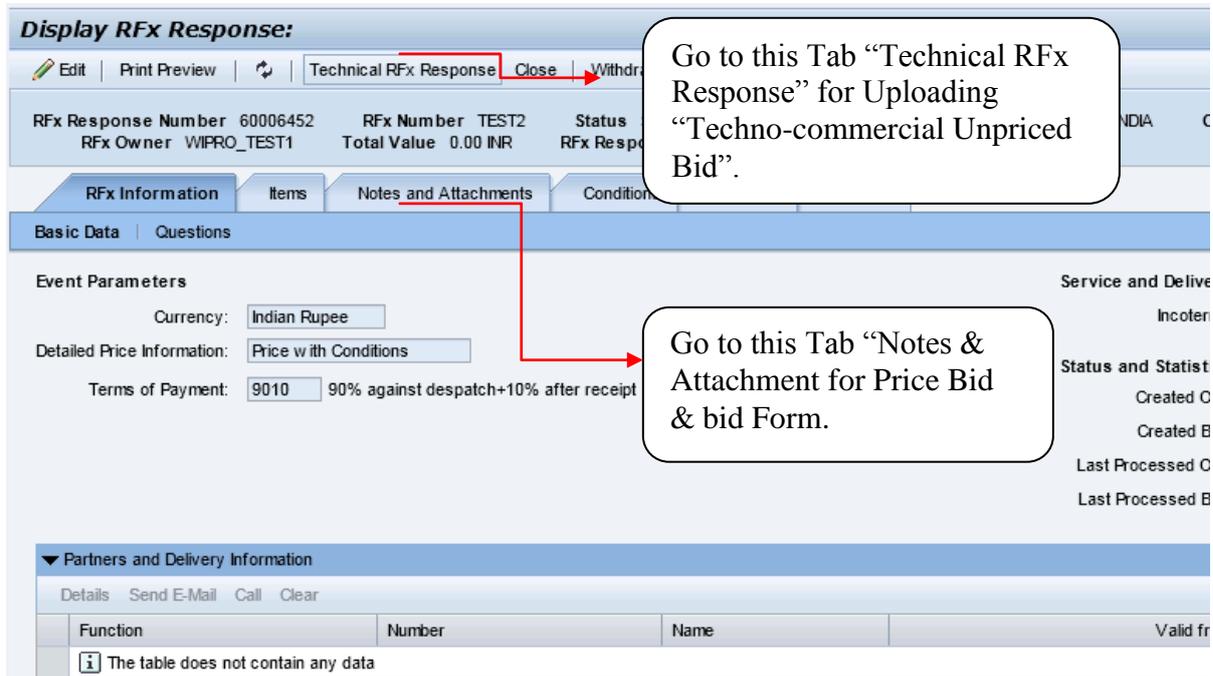
Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

Guest login button to view the available open tenders. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.

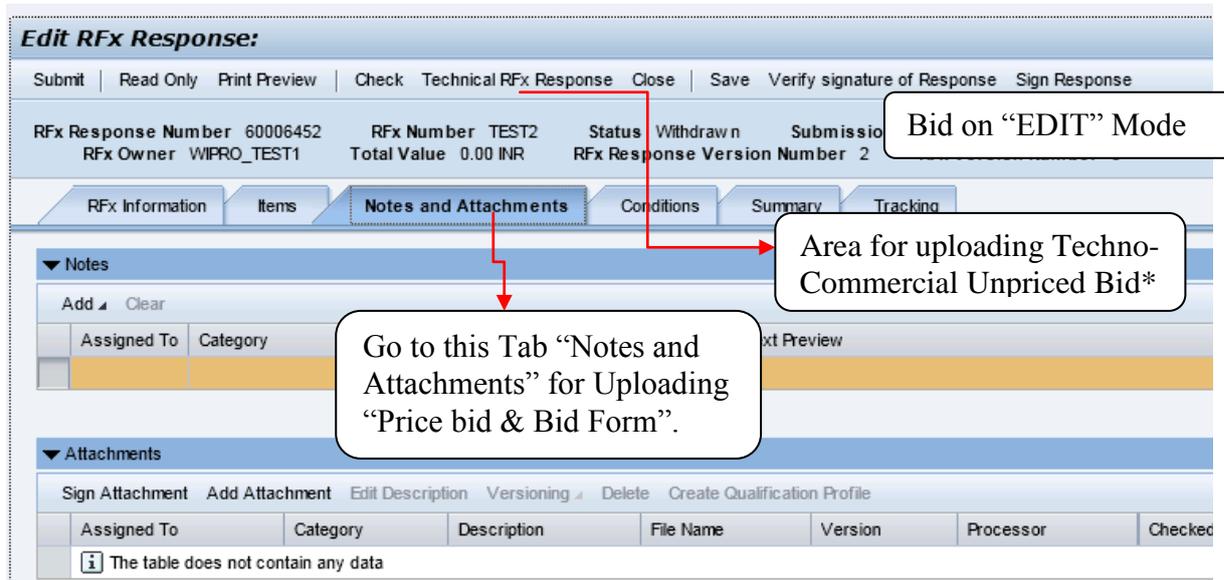
- 5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.
- 6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.
- 7.0 The Prices along with price related conditions should be filled online. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** is uploaded in the **Technical RFX Response link** only. **Please note that no price details should be uploaded in Technical RFX Response link.** A screen shot in this regard is given below. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders.



On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” in the place as indicated below:

Company: _____

Contractor : _____



- 8.0 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
for Group General Manager (Pipeline Services)

Company: _____

Contractor : _____

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 TENDER FEE:

2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs1000.00 (Rupees Five Hundred)** only by online transaction.. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.2 EXEMPTION OF TENDER FEE and EMD:

- (i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Units (PSU) are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

2.3 TRANSFERABILITY OF BID DOCUMENTS:

2.3.1 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.

2.3.2 Unsolicited bids will not be considered and will be rejected straightway.

2.4 DOCUMENT:

Company: _____

Contractor : _____

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 Tender No.
 - ii) Bid closing date and time.
 - iii) Bid opening date, time and place.
 - iv) Bid submission place.
 - v) Bid opening place.

- Part- I** : Instruction to Bidders
- Part- II** : Bid Rejection/Evaluation Criteria
- Section-I** : General Terms and Conditions of the contract
- Section-II** : Schedule of Quantities, Service/work and Rates
- Section-III** : Special Condition of the Contract
- Section-IV** : Safety Measures & Compliance Format

- Proforma - A** : Price Bid Format
- Proforma - B** : Bid Form
- Proforma - C** : Bank Guarantee format for Bid Security Deposit
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- Proforma -J** : Certificate of annual turnover & net worth

2.5 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. 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 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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.
- 3.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the*

Company: _____

Contractor : _____

participating Bidders. 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.

4.0 PREPARATION OF BIDS

4.1 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.

4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

5.1 Bids are invited under **Single Stage Single Bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on_____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

Chief Manager (Contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

5.2 Envelope:

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. ***A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid document.***
- ii) ***Original Affidavit in Court Stamp Paper of Rs.20.00, duly attested by Notary as per the prescribed format in Proforma-G.***
- iii) Any other document required to be submitted in original as per tender requirement.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

Company: _____

Contractor : _____

5.3 **E- FORM FOR ONLINE SUBMISSION:**

5.3.1 **TECHNICAL BID (Un-Priced)** comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause **9.0** of this section.
- iv) Copy of Bid Security furnished in accordance with clause **10.0** of this section.
- v) Statement of Non-compliance (for Technical Non-compliance only) (except BRC) as per **Proforma-F**.
- vi) *Court Affidavit as mentioned in clause 5.2 (ii) above, failing which the bid will be considered as non responsive and summarily rejected.*
- vi) *Copy of signed Bid document without indicating prices.*

5.3.2 **COMMERCIAL/PRICE BID** comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

NOTE:

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and **TECHNICAL BID & COMMERCIAL / PRICE BID** shall be submitted through e-tendering process.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 BID PRICE:

Company: _____

Contractor : _____

- 7.1 *Unit prices must be quoted by the bidders both in words and in figures.*
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties and taxes including VAT, Service tax, Contract Tax, Corporate income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 Bid currency and payment shall be INR.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in Part-II of the document.

10.0 SIGNING OF BID:

- 10.1 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 with Organizations Name [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.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

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.

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-H) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*
- 10.3 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.

- 10.4 ***Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.***
- 10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

11.0 BID SECURITY:

- 11.1 Pursuant to clause **5.0** the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs.31,200.00 (Thirty one Thousand Two Hundred only)**
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vides **Proforma-C** or in another form acceptable to the Company issued by any Scheduled Bank in India.
- The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
- Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.***
- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Guwahati, Assam.
- 11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 11.7 The Bid Security may be forfeited:
- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)

or

- b) If a successful Bidder fails:
 - i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**
 - ii) to furnish the Performance Security.

11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) year to participate any future tender.*

11.9 *Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.*

12.0 PERIOD OF VALIDITY OF BIDS:

12.1 Bids shall remain valid for **90 days** after the date of bid opening (technical) prescribed by the Company.

12.2 In exceptional circumstances, the Company 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/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. 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.

12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

13.0 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

14.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

16.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

- 17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.
- 17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 17.3 No bid can be modified subsequent to the uploading in the e-tendering system.
- 17.4 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.

18.0 PRE-BID CONFERENCE/ MEETING:

Not Applicable for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited 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.

20.0 OPENING AND EVALUATION OF BID:

- 20.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.
- 20.2 Bid for which an acceptable notice of withdrawal has been received shall not be opened. Company will 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.
- 20.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. 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.

Company: _____

Contractor : _____

- 20.6 Prior to the detailed evaluation, Company 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 deviations or reservation. A 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

21.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 21.1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price in words shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

22.0 EVALUATION AND COMPARISON OF BIDS:

- 22.1 The Company will evaluate and compare the bids as per **Bid Evaluation Criteria in Part-II** of the bidding documents.
- 22.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 22.3 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.

Company: _____

Contractor : _____

23.0 CONTACTING THE COMPANY:

- 23.1 Except as otherwise provided, no Bidder shall contact Company 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 Company.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

24.0 AWARD OF CONTRACT

AWARD CRITERIA:

The Company 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.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company 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 Company's action.

26.0 NOTIFICATION OF AWARD:

- 26.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 26.2 *The notification of award will constitute the formation of the Contract.*
- 26.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

27.0 SIGNING OF CONTRACT:

- 27.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the **Contract document** with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 27.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

28.0 PERFORMANCE SECURITY:

Company: _____

Contractor : _____

- 28.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)of the total estimated contract value** as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for **3 (Three)** more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma –D**. The same will be discharged by company not later than 30 days following its expiry.
- 28.2 The performance security money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.
- 28.3 Failure of the successful Bidder to comply with the requirements of clause **28.1** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

29.0 RETENTION MONEY:

- 29.1 Applicable against this tender. A retention money equivalent to **5.0%** of each running account bill of the contractor shall be deducted till final completion of the work. This deducted amount shall be retained with OIL till the expiry of performance obligation of the Contractor under this contract.
- 29.2 The retention money shall be payable to Company as compensation for any loss resulting from Contractor’s failure to fulfill its obligations under the Contract.

30.0 INTEGRITY PACT: (NOT APPLICABLE)

30.0 INTEGRITY PACT-Not applicable

- 30.1 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**SECTION –V- 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 (alongwith 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.
- 30.2 OIL has appointed Shri Rajiv Mathur, IPS (Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL . Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com

Company: _____

Contractor : _____

b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information
Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

31.0 COST OF BIDDING:

- 31.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 31.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

32.0 SITE VISIT:

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

Company: _____

Contractor : _____

33.0 GENERAL:

- 32.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.
- 32.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.
- 32.3 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company.

34.0 SPECIFICATIONS:

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/services to be executed under the contract.

35.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender 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.

- 35.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
- 35.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, 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.
- 35.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
- 35.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
- 35.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

Company: _____

Contractor : _____

- 35.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.
- 35.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

PART – II

BID REJECTION / EVALUATION CRITERIA:

1.0 BID REJECTION CRITERIA (BRC):

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

1.1) TECHNICAL:

Bidder must have relevant experience in carrying out **similar nature of jobs** with PSUs / Central Govt. / State Govt. Organization in previous 7 (**seven**) years to be reckoned from the from the original bid closing date should be the following: .

- (i) **One similar completed works e costing not less than Rs.7,77,700.00**

Similar Work shall be any one or any combination of the following works.

- a) Work of Installation and Commissioning of **Impressed Current Cathodic Protection System** for hydrocarbon pipeline, including supply of materials.

Or

Company: _____

Contractor : _____

- b) Cathodic Survey Work of any one or any combination of the following viz **Synchronous ON-OFF or CAT or CIPL or DCVG or A-FRAME or Coating Conductance or Current Requirement or Interference.**

Or

- c) Impressed Current Cathodic Protection System **Monitoring & Maintenance Work** for hydrocarbon pipeline.

DOCUMENTARY EVIDENCE:

- a) Documentary evidence in support of work experience and fulfilling the requirement of bidder's experience and similar work must be submitted along with techno-commercial bid.

Or

- b) In case the work is done for OIL, the bidder shall submit documentary evidence in the form of copies of Final Service Entry Sheet (SES) and copies of Work Order and/or Contract document along with the **Completion Certificate (s)**.

NOTE 2

A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.2 FINANCIAL:

1.2.1 Annual financial turnover of the bidder, as per Audited Annual Reports in any of the preceding three financial years should be at least **Rs 4,66,600.00**

For consortium:

At least one member of the consortium to meet the above criteria of 50% turnover.
The other members of consortium should meet minimum 25% turnover requirement.

1.2.2 **Net Worth** shall be positive for last financial year reckoned from the original bid closing date

Note: For proof of Annual turnover and Annual financial turnover in any the preceding 3(Three) accounting years reckoned from the bid closing date, any of the following documents/photocopies must be submitted along with the bid:

- i) A certificate issued by a practicing Chartered Cost Accountants(with membership no.and Firm Registration Number) certifying the **Annual turnover and & Net Worth**

OR

Company: _____

Contractor : _____

ii) Audited Balance Sheet along with Profit & Loss account.

In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN (Firm Registration Number) is not available. However, bidder will have to provide documentary evidence for the same.

1.3 GENERAL:

a) Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

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

c) Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract

d) Quoted rates must be in conformity with the applicable minimum wage as applicable otherwise bid will be rejected.

e) Bidders have to furnish the followings:-

- 1 NAME OF FIRM
- 2 DETAIL POSTAL ADDRESS
- 3 TELEPHONE NO.
- 4 MOBILE NO.
- 5 E-MAIL ID
- 6 FAX NO.
- 7 CONTACT PERSON
- 8 CONTACT PERSON'S CONTACT NO.
- 9 TAX EXAMPTION CERTIFICATE NO, if applicable. (Self-Attest copy required)
- 10 CST REGD. NO, if applicable . (Self-Attest copy required)
- 11 LOCAL SALE TAX REGD.NO if applicable. (Self-Attest copy required)
- 12 PAN NO. (Self-Attest copy required)
- 13 VAT REGD.NO, if applicable. (Self-Attest copy required)
- 14 BANK ACCOUNT NO.
- 15 BANK ACCOUNT TYPE
- 16 BANK NAME
- 17 BANK ADDRESS
- 18 SERVICE TAX REGD. NO (Self Attest copy required)
- 19 P.F.CODE NO. (Self-Attest copy required)

Company: _____

Contractor : _____

(e) In case bidder takes exception to any clause of Tender Document not covered under BEC , 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.

(f) 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 BEC also and such clarification fulfilling the BEC clauses must be received on or before stipulated day from the date of clarification sought by the Company, failing which the bid will be rejected.

(g) In case any of the clauses in the BEC contradict with other clauses of Bid Document elsewhere, then the clauses in the BEC shall prevail.

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

1.4 BID REJECTION CRITERIA (BRC):

Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. ~~Integrity Pact, if applicable~~
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

1.5 COMMERCIAL:

1.5.1 Bidder shall submit the offer under "Single Stage" Single Bid System". Technical bid" and the "Price Bid".

1.5.2 Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. **Any bid not accompanied by a proper bid security will be rejected.** Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid.

- 1.5.3 The Technical Bid should not have any price indication.
- 1.5.4 Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. **Any bid for which bid security is not received before due Date of Bid Closing will be rejected.**
- 1.5.5 Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
- 1.5.6 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
- 1.5.7 **Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.**
- 1.5.8 **Any bid containing false statement will be rejected.**
- 1.5.9 **The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.**
- 1.5.10 **Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.**
- 1.5.11 **Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.**
- 1.5.12 Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- 1.5.13 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 1.5.14 Bidder shall fulfill all the relevant clauses applicable for this Tender.

2.0 BID EVALUATION CRITERIA (BEC):

- 2.1 The bids conforming to the technical specifications, 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.
- 2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total cost of various works envisaged under the contract.

Company: _____

Contractor : _____

- 2.3 *In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders*
- 2.4 Any discount/rebates offered 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 discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 **DEFINITIONS**

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

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

2.0 **EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME OF CONTRACT**

2.1 The contract shall become effective as of the date notifies Contractor in writing through Letter of Award (LOA). This date shall be treated as the effective date of commencement of the contract.

2.2 **MOBILISATION TIME:**

The mobilization of equipment, personnel etc. should be completed by Contractor within **15 days from the effective date of the issue of Work Order**. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:**

Company: _____

Contractor : _____

The date of **Commencement of Contract** will be as notified by Company by issuing Work Order after Signing the Contract.

3.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of **6 months.**

4.0 **PERFORMANCE SECURITY DEPOSIT :**

4.1 The contractor will furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited 2.5% and remaining 5% is to be recovered from running account bill) of the total for estimated contract value** as Performance Security Deposit within two weeks of issue of Letter of acceptance and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee (in the prescribed format enclosed in **Proforma-D**) issued by a Nationalized Bank, and shall remain valid for **3(Three)** more months beyond validity of the contract. In case the contract is extended the Performance Bank Guarantee will accordingly be extended suitably.

4.2 The Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract the Bank Guarantee will be invoked either in part or in full.

4.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

4.4 The Performance Security will not accrue any interest.

4.5 In addition to the **Performance Bank Guarantee (PBG)** of **2.5%** of the estimated contract value, a **retention money** equivalent to **5.0%** of each running account bill of the contractor shall be deducted till final completion of the work. This deducted amount shall be retained with OIL till the expiry of performance obligation of the Contractor under this contract.

4.6 The PBG and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

4.7 The retention money will not accrue any interest.

5.0 **TERMINATION:**

OIL shall reserve the right to terminate the contract in the event (i) the contractor fails to adhere to the specified terms and conditions (ii) when the performance of the contractor is unsatisfactory (iii) major contractual terms and conditions are violated by the contractor including but not limited to safety and other statute requirement (iv) insolvency by the contractor (v) non-requirement of the service . Furthermore, this contract may be terminated

Company: _____

Contractor : _____

by either party with 90(ninety) days notice in writing and in that event neither party hereto shall claim or be entitle to any damage or compensation arising on any account whatsoever.

6.0 OBLIGATION OF THE CONTRACTOR

Contractor shall, in accordance with and subject to the terms and conditions of the contract

- 6.1 Perform the work of providing the services described in the Scope of Work in a most economic and efficient manner.
- 6.2 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations and as per the terms of the contract. The Company's representative shall not allow / accept those men who are not provided with safety gears as applicable.
- 6.3 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 6.4 The Contractor and his workmen are to strictly observe the safety rules as per relevant Govt. Acts / Rules while executing the work.
- 6.5 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's Engineer/authorized representative shall be final and binding on the Contractor.

7.0 FORCE MAJUERE:

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

8.0 SETTLEMENT OF DISPUTES :

- 8.1 The service provider and the company shall make every effort to resolve amicably by direct informal negotiation at any disagreement arising between them under or in connection with the contract agreement.
- 8.2 In the event of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled in an amicable manner between the service provider and the company, the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force.
- 8.3 Place of Arbitration: GUWAHTI, PHQ.

Company: _____

Contractor : _____

9.0 **AMENDMENTS:**

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to Agreement" duly signed by authorized representative of the company and contractor.

10.0 **LIQUIDATED DAMAGE:**

10.1 *Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period and/or default in timely completion of work within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of the total contract value, per week or part thereof of delay subject to maximum of 7.5%. The Company may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the Contractor.*

10.2 *If the Contractor fails to mobilise within 15 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.*

11.0 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 thereunder.
- 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.

Company: _____

Contractor : _____

SCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

Sl. no.	Description of services	Quantity	Unit	Rate per Unit (Rs)		Amount (Rs)
				Fig	Words	
1	<p><u>SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINE:</u></p> <p>Logging of Pipe to Soil Potential (PSP) of Pipelines fed from common CP system in the ROW / ROU from Duliajan, Assam to Barauni, Bihar:</p> <p>i) ON PSP (In case of close proximity to HT lines, AC ON potential should also be logged)</p> <p>ii) Instant OFF PSP</p> <p>iii) Natural PSP</p> <p>PSPs shall be logged at all TLPs, Across Insulating Joints, Valves, Bonding stations, both sides of pipeline exposures like Rail/River Crossing, bridge structures, Road/Rail cased crossings etc.</p> <p>Details of Pipeline in the above ROW/ROU</p> <p>a) 401 K.M long ROW/ROU having OIL's s Duliajan-Barauni Crude Oil Pipeline, ONGCL's crude pipeline, OIL's Numaligarh Siliguri Product Pipeline (NSPL), IOCL's Product Pipeline (GSPL) & DNPL's Gas Pipeline Duliajan-NRL).</p> <p>b) 22 K.M ROW/ROU having OIL's Tengakhat -</p>	461.00	KM			

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

	<p>Salmari Crude Oil Pipeline (TSPL).</p> <p>c) 14.5 K.M ROW/ROU having OIL's Numaligarh Siliguri Product Pipeline (NSPL)from Numaligarh to Rajabari .</p> <p>d)10.03 K. M ROU/ROW having OIL's Crude Oil Branch Pipeline & DNPL's Gas Pipeline from Badulipar - Numaligarh.</p> <p>e)10.47K.M ROW/ROU having DNPL's Gas Pipeline from Madhuban to Duliajan</p> <p>£)3 KM ROU/ROW having OIL's Crude Oil Branch Pipeline to Guwahati refinery,IOCL's Product Pipeline(GSPL)and water pipeline from IOCL.</p>					
20	<p>SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINE</p> <p>Logging of Pipe to Soil Potential (PSP) of Pipelines fed from common CP system in the ROW/ROU from KM 401 to KM 831.</p> <p>i)ON PSP (In case of close proximity to HT lines, AC ON potential should also be logged)</p> <p>ii)Instant OFF PSP</p> <p>iii)Natural PSP</p> <p>PSPs shall be logged at all TLPs, Across Insulating Joints, Valves, Bonding stations, both sides of pipeline exposures like Rail/River Crossing, bridge</p>	430.00	KM			

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

	<p>structures, Road/Rail cased crossings etc.</p> <p>Details of Pipeline in the above ROW/ROU:-</p> <p>a)430 K.M long ROW/ROU having OIL's s Duliajan-Barauni Crude Oil Pipeline,OIL's Numaligarh Siliguri Product Pipeline(NSPL),IOCL's Product Pipeline(GSPL).</p>					
30	<p>SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINE</p> <p>Logging of Pipe to Soil Potential (PSP) of Pipelines fed from common CP system in the ROW/ROU from KM 831 to KM 1157.</p> <p>i)ON PSP (In case of close proximity to HT lines, AC ON potential should also be logged)</p> <p>ii)Instant OFF PSP</p> <p>iii)Natural PSP</p> <p>PSPs shall be logged at all TLPs, Across Insulating Joints, Valves, Bonding stations, both sides of pipeline exposures like Rail/River Crossing, bridge structures, Road/Rail cased crossings etc.</p> <p>Details of Pipeline in the above ROW/ROU:-</p> <p>a)326 K.M long ROW/ROU having OIL's s Duliajan-Barauni Crude Oil Pipeline.</p>	326.00	KM			
	Total Amount:					

Company: _____

Contractor : _____

	Total Amount in words:	
--	------------------------	--

NOTE :

- 1.0 **The rates are inclusive of all taxes and liabilities including statutory liabilities but excluding Service tax.**
- 2.0 **The above rate shall remain firm throughout the tenure of the contract. However, the following exceptions will be applicable :**
 - (a) **In case of any statutory increase/decrease in VAT/ Govt Taxes & Duties over the rate prevailing on the date of tender opening will be reimbursed upon claim and production of documentary evidence issued by competent authority in this regard. Correspondingly in the event of any decrease, such amount will be deducted from out standing dues of the Consultant.**

SPECIAL TERMS AND CONDITIONS

1. LOCATION OF THE SITE

1.1 The proposed survey is from Duliajan, Assam to PS10 (Barauni), Bihar. A list of CP - TLP, Road/Rail/River Crossing/Valve /Bonding Station with chainages of the pipelines in the work stretches as well as other CP related data can be collected from EIC prior to starting the work after signing of the contract.

2. SITE VISIT

2.1 The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the working conditions at the work site before submitting their Offer/ bid. Non familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

3. LOCAL CONDITIONS

3.1 It will be imperative on the part of each tenderer to acquaint himself with all local laws, conditions and factors which may have any effect or bearing on the execution of works and supplies under the scope of this tender.

3.2 In their own interest, the tenderers are required to familiarize themselves with (but not limited to) the Indian Income Tax Act, Indian Companies Act, Indian Customs Act, Factories and Boiler Act, Contract Labour (regulation and abolition) Act, Arbitration Act, PF Act and other related Acts and Laws and Regulations of India including their latest amendments as applicable.

3.3 The Owner shall not entertain any clarification from the tenderer(s) regarding such local conditions. It must be understood & agreed that above factors have been properly investigated and considered while submitting the offer.

4. WORK PROCEDURE

4.1. Works associated with the Synchronous ON-OFF Survey shall include:

a) Adjustment of the drainage point potential to (-) 1150 mV instant OFF, w.r.t copper-copper sulphate half cell at the ICCP stations .

b) Prior to adjustment of drainage point potential all sacrificial anodes shall be disconnected and integrity of insulating joint/flange shall also be verified.

c) Installation of GPS Synchronized Current Interrupters. The number of GPS Synchronized Current Interrupters shall be such that all CP Stations affecting the pipeline under test are being interrupted simultaneously. However min 4 nos of interrupters shall be used by the contractor.

d) The setting of the interrupters shall be OFF cycle = 600 mS

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

and ON cycle = 8000 mS. Interruption Cycle (i.e switching ON /OFF) of the CP system shall be for a maximum of 8 to 10 HRS only during the daytime while carrying out the survey.

e) Recording of the CPTRU parameters (AC Volt/Amp and DC Volt/Amps).

f) Logging of ON PSP (In case of close proximity to HT lines, the AC ON Potential should also be logged)

g) Logging instant OFF PSP.

h) Switching OFF of CPTR units, till the pipeline attains steady natural potential (typically in excess of 72 hrs) and Logging of Natural potential.

4.2. The work shall be executed as per direction/instruction of Engineer-in-Charge/Site Engineer. Decision of owner shall be final and binding in all matters namely work execution including interpretation and presentation of the results thereof and adherence of time frame.

4.3. If any particular point or stretch indicates conflicting or fluctuating results, the survey shall be repeated as directed by EIC/ site representative. No extra payments shall be made towards these extra readings.

4.4. The contractor shall deploy only qualified supervisory personnel who are well conversant and authorized for this type of work.

4.5. The CP system must be switched ON after survey work is completed for the day. The switching ON / OFF of CP system shall be strictly adhered to without fail by the contractor and all transportation of men and materials on this account has to be arranged by the contractor.

4.6. The progress and data report shall be submitted to OIL on weekly basis.

4.7. All men, material, equipment, tools & tackles required for carrying out the surveys, transportation to worksite, boarding and lodging is in the scope of contractor.

4.8. The quality of the data generated shall be of highest order and accuracy. In the event of any dispute arising out of the quality of data generated. OIL reserves the right to reject the entire data generated by the Bidder or accept partially, depending upon the quality of data generated and assessment made by OIL, without any financial responsibility from OIL's side.

5. CALIBRATION & ADJUSTMENT

5.1. The equipment used shall be of reputed make and shall be in good working condition and the same shall be certified by EIC/Authorized representative for use.

5.2 A Synchronization Test shall be conducted lasting for 48 hrs to check that timers stay in synchronisation without error that shall subvert the purpose of the survey. This test may be repeated at OIL'S discretion during survey period or anytime a new timer need to be introduced, if any timer is found faulty at any point of survey.

Company: _____

Contractor : _____

5.3 All digital multimeters (having facility to record Min/Max value), clamp on meters used for the survey should have valid up to date calibration certificate from a third party having NABL (National Accreditation Board for Testing & Calibration Laboratories) accreditation. However if above measuring instruments were purchased one month before the work order date, then manufacturer calibration certificate will serve the purpose.

6. ADDITIONAL INFORMATION

6.1. A list of CP - TLP, Road/Rail/River Crossing /Valve /Bonding Station with chainages of the pipelines in the work stretches as well as other CP related data can be collected from EIC prior to starting the work and after signing of the contract.

6.2. Any other details / data related to the CP system can be provided as and when required depending upon the availability of the same with the owner.

7. Reports

7.1. Submission of the final report shall be in the form of 4 sets of hard copy in a bound form along with 4 sets of CD's. The final submitted report shall consist

- a) Presentation of PSP data (ON, Instant OFF & Natural) with respect to chainage for all the pipelines in tabular form.
- b) Presentation of AC ON potential at HT Transmission Line Crossings in tabular form.
- c) Graphical representation of ON, instant OFF and Natural potential in graphical form (section wise) in the same graph
- d) Listing/Identification of sections of all the pipelines below instant OFF potential of (-)850mV.
- e) Listing/Identification of sections of pipelines below cathodic polarization of 100 mV. (swing between natural & instant OFF potential)
- f) Identification of shorted casing, IJs, leakage points such as MOVs, instrumentation points etc.
- g) CP Power supply parameters. (i.e TRU input A/C voltage & A/C current, Output DC voltage & DC current.
- h) Status of bonding Stations.
- i) Status of Kirk Cell viz electrolyte level, missing, damage, PSP of Zn earthing etc.
- j) Analysis & Presentation of report and recommendations by the contractor.

SAFETY MEASURES & COMPLIANCE FORMAT

To
GROUP GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : CGI3414P17

Description of work/service: **HIRING THE SERVICES OF SYNCHRONOUS ON-OFF
PSP SURVEY OF PIPELINES IN 1217 K.M ROW/ROU**

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

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Dated _____

M/s _____
For & On Behalf Of Contractor

Company: _____

Contractor : _____

ONLINE PRICE BID FORMAT

As per Section –II of the tender document and shall be quoted on line Format.

Company: _____

Contractor : _____

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub: Tender No. : _____

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices 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 both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 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 _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor : _____

FORM OF BID SECURITY (BANK GUARANTEE)-EMD

To
M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated_____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ know all men by these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment will 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 _____ 20__.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS: _____
Name of Bank & Address: _____

Witness: _____
Address : _____

(Signature, Name and Address)

Date : _____

Place : _____

- * The Bidder should insert the amount of the guarantee in words and figures.
- ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

Company: _____

Contractor : _____

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
Guwahati, Assam, India, Pin – 781 171.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

DRAFT AGREEMENT COPY
(To be executed by the successful Bidder)

This AGREEMENT is made on the day of

BETWEEN

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “COMPANY” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

AND

M/s., having its address hereinafter called the “CONTRACTOR” or “CONSULTANT” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

WHEREAS

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “**HIRING THE SERVICES OF SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINES IN 1214 K.M ROW/ROU**”

- A., and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,
- B. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated _____), issued the “Letter of Award” under reference _____ dated _____.

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:
- (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder, General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
 - (c) The contractors letter dated (after price negotiation) if any .
 - (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
 - (e) Section-I, II, III & IV hereto.
- iii) The rates payable for the job will be as indicated in **Section-II**
- iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.
- v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the Group General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.

- 1.
- 2.

Company: _____

Contractor : _____

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

(a) We certify that our offer complies with all IFB requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE/ NON-COMPLIANCE	DEVIATION STATEMENT

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor : _____

FORMAT FOR COURT AFFIDAVIT

In the Court of the Magistrate at.....

Date.....

I, Sri/Smt _____ S/o/D/o/W/o _____

Sri/Late _____ by religion _____ aged _____ years, by

occupation _____ resident of _____

P.S. _____ Dist _____ State _____ to hereby solemnly

affirm and declare an oath as follows:-

01. That the deponent is permanently residing at the above address with the family members.
02. That the deponent is not an OIL employee in service or dependant of OIL employee in service.
03. The deponent has not submitted any other application as a Proprietor or Partner of any other firm or against the name of deponent against the Tender Notice No.....
dated
04. The deponent is not employed in any Government/Quasi Government/Public Sector Undertaking.
05. That the deponent is sole proprietor of M/s _____ of _____ (if applicable) participating in the **T. Notice No _____ dated _____.**
06. That the deponent has own Bank account No _____ at _____ Branch
07. That the deponent desires to submit a bid for **for “HIRING THE SERVICES OF SYNCHRONOUS ON-OFF PSP SURVEY OF PIPELINES IN 1217 K.M ROW/ROU**
08. .That the deponent’s communication address is not the same with any OIL’s quarters/settlement area/premises etc.
09. That the deponent will abide by the rules and conditions of the said contract basis of Oil India Limited, Pipeline Headquarters, Narengi, Guwahati-781171, Dt. Kamrup, Assam.
10. That the deponent has fully understood & accepted the rates, terms and conditions of the above tender and is also fully convergent with the general terms and conditions of

Company: _____

Contractor : _____

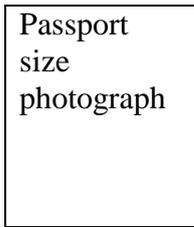
TENDER NO.: CGI3414P17

the Consultancy Service Contract and agrees to abide by the same throughout the entire contractual period (including any extension to the contract being granted by OIL).

The above statements from Para 1 to 10 are true to the best of my knowledge, belief and information.

In case the above statement of mine is found to be false/incorrect the award of contract if selected shall be cancelled and Company is at liberty to initiate necessary action as deemed fit against me.

The deponent Sri/Smti _____ sign as _____



Passport size photo affixed herewith

Introduced by:

Advocate,.....

Deponent

Signed and sworn before me by the above named deponent on being identified by Sri _____ Advocate _____ on _____.

NOTARY

Company: _____

Contractor : _____

PROFORMA LETTER OF AUTHORITY

TO
Chief Manager (Contracts)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No:** _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for Consultancy Services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

Company: _____

Contractor : _____

**FORMAT FOR UNDERTAKING
(COPY TO BE UPLOADED WITH THE BID) AND HARD COPY TO BE
SUBMITTED ALONG WITH BID SECURITY)**

Tender No. CGI 3414 P17

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTARISED

To
CHIEF MANAGER (CONTRACTS)
OIL INDIA LIMITED
PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF

Tender No. CGI 3414 P17

This is in connection with **the Bid submitted by me/us,**
**(Name of Bidder), against Tender No. CGI 3414 P17 for “Synchronous ON-OFF PSP Survey
of Pipelines in 1217 K.M OIL ROW/ROU.”**

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit ,insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged

Company: _____

Contractor : _____

TENDER NO.: CGI3414P17

by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

Authorized Signatory with Seal

(Bidder)

Place :

Date :

Company: _____

Contractor : _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

(TO BE ISSUED BY **PRACTISING CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

Company: _____

Contractor : _____