

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

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

IFB No.	CDI1574P17
Description of Work / Service	HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	29.06.2016 TO 26.07.2016 (up to 15:30 HRS)
Bid Closing / Opening Date & Time	02.08.2016 (11:00 HRS / 14:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 2,000.00
Bid Security (EMD)	<p>Rs. 18,90,250.00 in case of Bidder quoting for services of 06 nos. 45KVA gensets OR Rs. 31,87,000.00 in case of Bidder quoting for services of 12 nos. 45KVA gensets</p> <p>The Bid Security should be in the form of a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p>Notes:</p> <p>a. In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM-Contracts(HoD) <u>on or before Bid Closing date and time.</u></p> <p>b. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>
Pre-Bid conference	<p>A pre-Bid conference will be held on 23.07.2016 at Duliajan, Assam, India for providing clarifications to prospective bidders on Bid Evaluation Criteria (BEC) / Bid Rejection Criteria, Terms of Reference/Technical Specifications, Terms and Conditions of the IFB to enable them to understand the exact requirement of the company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance (at least 4 working days prior to pre-bid conference) for details of the venue & time, to the DGM-Contracts(HoD), Oil India Limited., P.O. Duliajan-786602, Phone: (91)374-2800548 / 2808655 / 2808664, Fax: (91)374-2803549, E-mail: contracts@oilindia.in</p> <p>At the most 2(two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.</p> <p>The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to DGM-Contracts(HoD), Oil India Limited., Duliajan-786602, Assam and ensure that it reaches DGM-Contracts(HoD) office at Duliajan at least 5 (five) working days prior to the date of pre-bid conference. OIL shall reply / clarify their queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. <u>The bidders who have paid tender fee will only be authorized to attend pre-bid conference.</u></p>

E-TENDER NO. CDI1574P17

2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM-Contracts(HoD), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

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

Application & Tender Fees, IFB No.: CDI1574P17

Description of Work / Services: Hiring of services of 45 KVA genset including operation and maintenance

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

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

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

4.0 EXEMPTION OF TENDER FEE:

4.1 Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

4.2 In case of MSEs/CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

5.1 Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

5.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

6.0 Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

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

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

9.0 To participate in OIL's e-procurement tender, bidders should have a legally valid "**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 other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

DATE: 27.06.2016

**DGM-CONTRACTS(HoD)
FOR RESIDENT CHIEF EXECUTIVE**

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

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

DESCRIPTION OF WORK/ SERVICE:

HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH.

CONTRACT PERIOD: The contract shall be initially for a period of 4 (four) years from the scheduled date of completion of mobilization / date of completion of mobilization (whichever is earlier) of the last unit(s). The terms and conditions shall continue until the completion/ abandonment of the last well being drilled, if any, at the time of the end of the Contract.

BID SECURITY: **Rs. 18,90,250.00 (Rupees Eighteen Lakhs Ninety Thousand Two Hundred and Fifty only)** in case of Bidder quoting for services of **06 nos.** 45KVA gensets

OR

Rs. 31,87,000.00 (Rupees Thirty One Lakhs Eighty Seven Thousand only) in case of Bidder quoting for services of **12 nos.** 45KVA gensets

BID CLOSING/ OPENING DATE & TIME : 02.08.2016 (11:00 HRS/14:00 HRS)

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

No. _____ dated _____ of _____

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM-Contracts(HoD), OIL, DULIAJAN on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 10% of annualized contract value** and this will not earn any interest.

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

DGM-CONTRACTS(HoD)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

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

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

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

Digital Signature Certificates having “Organization Name” field other than Bidder’s Name 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 Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of Technical bid opening.

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

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

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

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

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

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

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

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name,

residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

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

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

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

Forwarding Letter.

Instruction to Bidders

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

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas

SPECIAL NOTE:

Please note that all tender forms (**Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid**) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan- 786602.

a) **ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)**

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

b) **ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's DGM-Contracts(HoD)'s office at Duliajan on or before the bid closing date & time failing which the bid shall be rejected.

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

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

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

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

21.0 The Integrity Pact is applicable against this tender:

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

(**Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com has been appointed as Independent External Monitor).

22.0 SCREEN SHOTS:

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close

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

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

Basic Data | Questions

Event Parameters

Currency: Indian Rupee
 Detailed Price Information: Price with Conditions
 Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information
 Incoterms
 Status and Statistics
 Created On
 Created By
 Last Processed On
 Last Processed By

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

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

Edit RFX Response:

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

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

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

▼ Notes

Add | Clear

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

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification

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

Note :

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

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

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

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

**IFB NO. CDI1574P17
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

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

(B) PRICED BID:

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

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

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

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

7.0 FORMAT AND SIGNING OF BID:

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

8.0 SUBMISSION OF BIDS:

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

Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

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

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

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

9.3 The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

13.0 BID OPENING AND EVALUATION:

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

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

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

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

13.3 Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

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

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

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

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

15.0 CONTACTING THE COMPANY:

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

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

16.0 AWARD CRITERIA:

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

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

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

18.0 NOTIFICATION OF AWARD:

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

19.0 SIGNING OF CONTRACT:

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

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

19.3 This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

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

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

TAX INVOICE

Name of the Service Provider.....

Address of the Service Provider.....

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

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15.0 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15.0 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15.0% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

1.0 BID EVALUATION CRITERIA (BEC):**A. Bidder must confirm / indicate the following in their bid:-**

(a) Bidders must confirm to provide experienced and qualified personnel. The qualification and work experiences of personnel to be deployed by the bidder must be in accordance with the requirement as per Part-III (SCC) of the tender.

(b) Bidders must confirm to quote for full service as specified in 'Scope of Work' and 'Price bid format/Schedule of Rates'.

(c) Bidders must indicate the No. of Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each for which services have been offered: **EITHER 06 (SIX) OR 12 (TWELVE)**

(d) Bidders to confirm that all DG Sets offered for service will be brand new (purchased after issuance of LOA) and will be provided for 24 hours uninterrupted power supply to CISF camp at well sites under mining lease area of Oil India Ltd within Assam and Arunachal Pradesh.

B. Financial Criteria:

I) Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be **either** of the following:

(a) **For bidders quoting for 12 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA (minimum) capacity each:** Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 2,73,37,500.00 (Rupees Two Crores Seventy Three Lakhs Thirty Seven Thousand and Five Hundred only)**

(b) **For bidders quoting for 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA (minimum) capacity each:** Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 1,36,68,750.00 (Rupees One Crore Thirty Six Lakhs Sixty Eight Thousand Seven Hundred and Fifty only)**

II) Net worth of the bidder should be Positive for the preceding financial / accounting year, reckoned from the Bid closing date.

Notes:

1. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2015-16 has actually not been audited so far'.

2. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies (Self Attested) must be submitted along with the bid:-

(i) Audited Balance Sheet and Profit and Loss account.

OR

(ii) A certificate issued by a practicing Chartered/ Cost Accountants Firm with Membership No. and Firm Registration No. certifying the Annual Turnover and Net Worth as per **Proforma-VII**.

C. Technical Criteria:

I) Bidder should have at least 02 (two) years of continuous experience in providing Services of Silent DG set (acoustically enclosed canopy) of minimum 30 KVA capacities deployed in Oilfield /

Refinery / other processing industries of PSUs/Central/State Govt. Organization during last 07 (seven) years reckoned from the original bid closing date.

II) For bidders quoting for 12 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA (minimum) capacity each: Bidder must have experience of at least one **SIMILAR** work of minimum **Rs. 2,73,37,500.00 (Rupees Two Crores Seventy Three Lakhs Thirty Seven Thousand and Five Hundred only)** in previous 7 (seven) years reckoned from the original bid closing date.

III) For bidders quoting for 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA (minimum) capacity each: Bidder must have experience of at least one **SIMILAR** work of minimum **Rs. 1,36,68,750.00 (Rupees One Crore Thirty Six Lakhs Sixty Eight Thousand Seven Hundred and Fifty only)** in previous 7 (seven) years reckoned from the original bid closing date.

Note:

1. "SIMILAR" nature mentioned above means: Experience in providing Services of Silent DG set (acoustically enclosed canopy) of minimum 30 KVA capacities deployed in Oilfield / Refinery / other processing industries of PSUs/Central/State Govt. Organization during last 07 (seven) years reckoned from the original bid closing date.
2. The experience must be of SIMILAR nature involving complete works such as civil works, installation of DG sets, earthing work, integration with existing electric distribution system, electrical cabling works.
3. For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-
 - i) Certificate issued by PSUs / Central / State Govt. Organization in previous 7 (seven) years reckoned from the original bid closing date, showing:
 - a. Gross value of the job done and
 - b. Nature of Job done,
 - c. Time period covering the duration as per NIT.
 - ii) Performance certificate of similar nature issued by the respective officer of the department/ Company along with name, designation and department to be submitted.
4. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
5. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed as on the original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken in to consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.

IV) All DG Sets should meet requirements of Notification of Ministry of Environment & Forests, Govt. of India, regarding Acoustic Pollution, emission norms and also all other guidelines issued by Central/State Govt./other statutory bodies as applicable from time to time. Bidder shall ensure stack height of the DG Set as per the CPCB guidelines.

D. Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

E. Bidders are required to quote for all the items as per Price Bid Format. In case it is observed that any bidder has not quoted for any item in the Price Bid Format, the quoted price for the purpose of evaluation shall be considered as "ZERO". If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in overall quoted bid price and the same will be binding on the lowest evaluated bidder.

F. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

G. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

H. Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format for 4(four) years of services for 06 Nos. of 45 KVA capacity (minimum) each Silent Twin DG set only.

I. Irrespective of the number of 45KVA (minimum) each Silent Twin DG set whose services have been quoted by each bidder and found to be technically-commercially acceptable, award of contract for the total requirement of 12 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each would be splitted as follows:

(i) The L1 bidder evaluated as per Clause H above would be awarded the contract for services of 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each.

(ii) The L2 bidder will be awarded the contract for services of remaining 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each, provided they match their total quoted rates with that of the L1 bidder. In the event the L2 bidder declines to match their total quoted rates with that of the L1 bidder, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract for services of remaining 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each would be awarded to them if they match their total quoted rate accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.

(iii) In case, no bidders are available to award the contract for services of remaining 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each, the option would be provided to the L1 bidder provided the L1 bidder quotes for services of 12 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each and found to be techno-commercially acceptable.

J. PURCHASE PREFERENCE CLAUSE: Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract for services of remaining 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract for services of remaining 06 Nos. Silent Twin DG set (acoustically enclosed canopy) of 45 KVA capacity (minimum) each shall be awarded to eligible MSEs in order of their ranking, subject to matching of their prices with L1.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) **Documentation required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration

Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

2.0 BID REJECTION CRITERIA (BRC):

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

B. The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

C. Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

D. Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

E. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

F. Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

G. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

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

J. Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications

(xv) Integrity Pact

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

L. Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

M. 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.

3.0 GENERAL:

A. In case bidder takes exception to any clause of bidding 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 company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

B. 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission.. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

C. If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

D. Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

E. OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com**

DESCRIPTION OF WORK/SERVICES:-

HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH.

GENERAL CONDITIONS OF CONTRACT (GCC)

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

WITNESSETH:

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

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

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

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

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

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

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

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

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

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

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

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

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

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

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

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

8. The duration of the contract shall be initially for a period of **4 (four) years** from the scheduled date of completion of mobilization / date of completion of mobilization (whichever is earlier) of the last unit(s). The terms and conditions shall continue until the completion/ abandonment of the last well being drilled, if any, at the time of the end of the Contract. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

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

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

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

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

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

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

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

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

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

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

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

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

20. Special Conditions

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

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

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

21. ARBITRATION:**21.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b) The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter	Period for making and publishing of the award(counted
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claims(excluding interest)	from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

21.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

22. FORCE MAJEURE:

In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72

(Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

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:

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

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

In the event of Contractor's failure to mobilize / commence operation of any Twin DG Set within the stipulated time as per the intimation letter from OIL, the contractor shall be liable to pay Liquidated Damages @0.5% of the 1st year contract value (including mobilization cost) of the particular Twin DG Set for each week of delayed mobilization / commencement of operation up to a maximum of 7.5% of the 1st year contract value (including mobilization cost) of the particular Twin DG Set.

28.0 SUBCONTRACTING:

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

29.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

30.0 LIABILITY:

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-

contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

30.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

30.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

30.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

30.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

30.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when
such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

30.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

31.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

32.0 INDEMNITY AGREEMENT:

32.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

32.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.0 APPLICABLE LAW:

33.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

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

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

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

35.0 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

DESCRIPTION OF WORK/ SERVICE: HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH.

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

Item No.	Description of Services	UOM	Quantity
10	MOBILIZATION CHARGES	LUMPSUM	6
20	ILM (INTER LOCATION MOVEMENT) CHARGES (Within 40 KM)	NUMBER	96
30	ILM (INTER LOCATION MOVEMENT) CHARGES (Above 40 KM)	KILOMETER	1000
40	FIXED MONTHLY RENTAL CHARGES	MONTH	288
50	PER HOUR OPERATING/RUNNING CHARGES	HOURLY	210240
60	DE-MOBILIZATION CHARGES	LUMPSUM	1

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their 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.
2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.
4. Payment towards mobilization of Gensets, Manpower and other related accessories shall not exceed 7.5% of the total evaluation charges of the contract for 4(Four) years. However mobilization charges if quoted in excess of 7.5% of the estimated contract cost, the excess amount shall be paid at the end of the contract.
5. **Mobilisation Period:** The mobilization of each complete Twin DG set and personnel etc. should be completed by Contractor within 3 months from the date of issuance of intimation by Company (OIL) after Award of the contract. Company may advise Contractor for mobilization of all the units at a time or in part as per requirement. However, all the requirement of 12 units shall be intimated within maximum of 6 Months from the date of issuance of Letter of Award. 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 and duly certified by the Company's authorized representative.
6. **Area of Operation:** CISF camp at well sites under mining lease area of Oil India Ltd within Assam and Arunachal Pradesh.
7. **Duration of Contract:** The contract shall be initially for a period of 4 (four) years from the scheduled date of completion of mobilization / date of completion of mobilization (whichever is earlier) of the last unit(s). The terms and conditions shall continue until the completion/ abandonment of the last well being drilled, if any, at the time of the end of the Contract.
8. The quantities mentioned above are for 06 Nos. of 45 KVA capacity (minimum) each Silent Twin DG set and are purely for evaluation purpose only. However, payment shall be made as per actuals.

SECTION-I**SCOPE OF WORK AND SPECIFICATION:**

1. Scope includes providing 45 KVA Twin DG set for CISF camp at well sites under mining lease area of Oil India Ltd within Assam and Arunachal Pradesh. To provide 45 KVA Twin DG set having full output capacity, fitted with Canopy (for silent running) on Rental basis to provide the power requirement of CISF camp at drilling well site. The canopy shall be of best standard engineering design. The DG set (Engine and Alternator) offered shall be brand new (to be purchased after issuance of LOA) and are suitable for outdoor application conforming to latest CPCB norms on noise limits and pollution under Environment Protection Act 1986. One number of 45KVA twin DG set / two numbers of individual 45 KVA DG set` is required for each CISF CAMP location for 24 hours duty to be used on alternate basis.
2. **Installation:** Required cabling from DG set to distribution panel shall be done by the bidder with appropriate/suitable cables. Contractor shall provide a standard panel board with all fittings and required cables from DG set to panel board. Contractor shall also provide the required batteries and battery cable to start the DG set. Contractor shall ensure proper battery backup in case of failure of primary batteries. All these shall be at no extra cost to OIL.
3. Contractor has to provide the fuel/diesel and lube oil required for running of DG Set. The charges for the same shall be included in the Operating per hour charges indicated in the Rate Schedule. Any other consumables like filters, coolant change, oil change, spare parts and preventive maintenance shall be done & borne by Contractor at its cost.
4. The Contractor shall carryout the maintenance of the DG Set as per the manufacture's recommendation. The record of all maintenance related records to be submitted to OIL. The Contractor shall maintain O&M spares as per the manufacturer's recommendation including extra battery and battery charger, at the site and keep the records of the same. The Contractor must maintain a register/ log sheet for recording daily running hours to be counter- signed by Officer in Charge of CISF at site.
5. The transportation of Diesel and any other consumables to the site shall be arranged & borne by the Contractor at its cost. In the event of breakdown of the DG Set, the Contractor has to replace the same immediately within 4 hours by mobilizing similar DG Set at no replacement cost to OIL.
6. The Contractor will make arrangements for obtaining the permission from statutory State /Central regulatory authorities towards installation /running of DG Sets, at his cost.
7. The Contractor to provide experienced operating crew in sufficient numbers to run the DG set on round the clock basis and they must fulfill the following requirements:
 - i. To satisfy the statutory requirements of Sate /central regulatory body/ board on the subject.
 - ii. To provide power service on round the clock basis with minimum one number Engine operator in each shift having minimum experience of two years.
 - iii. One number electrician with Electrical Workman's Permit (with authorization for Parts - I & II), issued by Govt. of Assam in each shift.
 - iv. To attend to operate and maintain of DG set as and when required.
 - v. The Bidder must confirm to deploy minimum one supervisor with Minimum qualification of ITI Certification and having operational experience of two years for co-ordination of the operations of the all the DG Sets , spares and POL items.
8. Contractor shall ensure stack height of the DG Set as per the latest CPCB guidelines.
9. DG set provided shall have sampling port for DG set flue gas analysis.
10. The electrical scope of supply shall comprise of the following:
 - a. **ALTERNATOR:** Brushless type alternator capable of developing 45 KVA at 3 phase, 415 Volt, 50Hz, 0.8 P.F, when coupled with a suitable engine. The alternator shall be composed of 3 phase AC exciter with rotating diodes, surge suppressor, static voltage regulator with voltage adjuster

potentiometer. Detailed Specifications of the Alternator are as follows:

Rated Output:	45 KVA continuous rating at 0.8 PF
Rated Voltage:	415 Volts [permissible variation +/-2 % at rated speed, load & PF]
Phase:	3ph, 4 wire, neutral point has to be brought out to generator terminal box. Provisions should be there for grounding of the neutral conductor
Type:	Brushless
Frequency rated/cycle:	50 Hz [permissible variation +/-2 % at rated load & PF]
Rated power factor:	0.8 lagging
Class of insulation:	Class F/H
Phase sequence:	UVW
Conforming to:	IS: 4722, 13364 with latest amendment
Connection:	Y (Star)
Alternator Enclosure & Terminal Box Protection:	IP23 (minimum)
Excitation system:	Brushless, self excited and self regulated with solid state AVR
Unbalanced current carrying capacity:	40% of rated FLC
Overload capacity:	10% of rated power
Automatic voltage regulation:	± 0.5 % to ± 1.0 % from no load to full load

i. Neutral point of each alternator shall be connected to 2 (two) nos. heavy duty PVC insulated, PVC sheathed, flexible, single core, IS approved copper cables of 25 sq. mm size and of sufficient length (minimum 5.0 m) for earth connection to separate earth electrodes near the skid. Grounding of alternator neutral is in the scope of the bidder.

ii. 2(two) nos. of earth studs are to be provided on both sides of the alternator for body earthing. Body of the alternator shall be connected to earthing strips at two separate and distinct points. Earthing of alternator body is in the scope of the Bidder.

b. CONTROL PANEL: Individual control panel for each alternator shall be placed on the same skid. The design of the enclosure should be such that adequate protection will be there to prevent ingress of rain water. The panel should be designed and manufactured as per IS: 8623.

i. Name plate of the control panel shall conspicuously mention the corresponding DG Set.

ii. Body of the panel shall be connected to earthing strip at two separate points. Earthing of control panel body is in the scope of the bidder.

iii. Accessories of the Panel: indicated accessories to fitted in the control panel are -

TP & N electrolytic grade, high conductivity, tinned copper bus-bars, made from electrolytic grade copper of 99.0 % purity, rated 100 Amps:	1 Set.
125 Amps TP & N SDF unit as incomer:	1 No.
100 Amps, 4 pole MCCB, 25 kA breaking capacity, with inbuilt electronic type adjustable overload & short circuit protection as outgoing breaker:	1 No.
Residual current device (RCBO) or CBCT along with earth leakage relay for protection against earth leakage:	1 No.
KWH meter integrating, electronic type suitable for balanced and unbalanced loads:	1 No.
Voltmeter, 1.0% accuracy:	1 No.
Voltmeter selector switch, RY-YB-BR-Off	1 No.
Ammeter, 1.0% accuracy:	1 No.
Ammeter selector switch, R-Y-B-Off:	1 No.
Digital frequency meter:	1 No.
Hour meter to indicate engine run hours:	1 No.
P.F. meter, Range: 0.5lag-1.0-0.5 lead:	1 No.

KW meter, 1.0% accuracy:	1 No.
LED type indication lamps to indicate - Trip on earth fault:	1 No.
LED type indication lamps to indicate - R-Y-B Phase:	3 Nos.

- iv. Heavy duty single compression cable glands shall be provided at all cable entry points for power and control cables.
- v. All power and control cable terminal ends will have suitable crimping lugs.
- c. **CHANGEOVER SWITCH PANEL:** The control panel power outputs shall be connected to a changeover switch panel, which will be placed in an easily approachable position in the skid. The panel shall be made of MS CRCA sheet steel, wall mountable or self-supporting, dust and vermin proof, having front hinged door.
 - i. Accessories of COS Panel: 1no. 4 pole 100 Amps changeover switch suitable for front operation, with handle on panel door.
 - ii. The position of the connected (incoming) sides and off position shall be clearly visible from outside the panel door and also marked on the door.
 - iii. Cable glands of suitable sizes are to be provided at cable entry point of the COS panel.
 - iv. Body of the panel shall be connected to earthing strips at two separate points. Earthing of COS switch panel body is in the scope of the bidder.
 - v. A Name plate shall be fixed at a conspicuous place on front side of the panel.
- d. **DISTRIBUTION PANEL:** Distribution Panel will be placed in an easily approachable position inside a separate weatherproof, ventilated skid. The panel shall be made of MS CRCA sheet steel, wall mountable or self-supporting. Design of the switching panel shall be such that no live part shall be exposed to operating personnel.
 - i. Accessories of the Panel: indicated accessories to fitted in the distribution panel are -

100 Amps, 4 pole MCCB, 25 kA breaking capacity, with inbuilt electronic type adjustable overload & short circuit protection as incoming breaker:	1 No.
40A, C-curve, 100mA sensitivity, 2-pole RCBO along with corresponding 32A industrial plug-socket (Make: BCH, type-DS with latch) for Bunkhouses:	4 Nos.
16A, C-curve, 100mA sensitivity, 2-pole RCBO along with corresponding 16A industrial plug-socket (Make: BCH, type-DS with latch) for Kitchen, Dining area, toilets, bathrooms etc:	4 Nos.
10A, C-curve, 100mA sensitivity, 2-pole RCBO along with corresponding 16A industrial plug-socket (Make: BCH, type-DS with latch) for lighting feeders:	9 Nos.
 - ii. All the 1-phase loads shall be suitably arranged/distributed among 3-phases and neutral.
 - iii. Suitable size of cable glands are to be provided at cable entry point of the panel.
 - iv. Body of the panel shall be connected to earthing strips at two separate points. Earthing of distribution panel body is in the scope of the bidder.
 - v. Earth pin of each socket shall be connected to earth strip. Ground/earthing connection wire shall be of green colour.
 - vi. Supply shall include corresponding plugs of each socket.
 - vii. Name tags shall be affixed near each switch and the corresponding plug-socket.
 - viii. A Name plate shall be fixed at a conspicuous place on front side of the panel.

- ix. All cable connections, at distribution panel end, for various loads are in the scope of the bidder.
- e. **EARTHING:** The earthing scheme for the unit should be as per IS: 3043.
- i. Two nos. 25 x 5mm GI straps shall be suitably fixed in each alternator unit near the floor.
- ii. Body/frame of Alternators, Control panels, COS panel, Distribution Panel shall each be connected at separate & distinct points with two nos. separate cables/GI straps to earthing straps with independent connections at separate & distinct points.
- iii. Two nos. (minimum) earth electrodes are to be provided for equipment earthing. These earth electrodes are to be interconnected by 25 x 5mm GI strap.
- iv. Two nos. (minimum) earth electrodes are to be provided for neutral grounding. These earth electrodes are to be interconnected by 25 x 5mm GI strap.
- v. Neutral of each alternator shall be earthed by connecting it to the earthing system by two separate and distinct connections.
- vi. Records shall be maintained for measurement of earth resistance values.
- f. **CABLE-BOX:** One no. Cable box, with lockable covers shall be provided on the same skid for storage of loose power cables during shifting of the DGsets from location to location. Indicative Dimensions of cable box: (with hinged covers) - 2000mm (L) x 500mm (W) x 500mm (H)
- g. **Special Notes (Electrical Items):**
- i. Alternators, control panels and other electrical items must be new and in unused condition.
- ii. Bidder shall submit, along with the bid, Electrical Schematic diagrams of -
1. Indicative power and control wiring diagram
 2. Distribution panel
- iii. The entire electrical installation job shall be carried out as specified in The Central Electricity Authority Regulation, 2010.
- iv. Bidder shall ensure continuous (24x7) supply of quality electrical power to the security facilities.
- v. Should there be any interruption to point no.(iv) above, due to any fault in any equipment supplied by the Contractor, responsibility lies with the Contractor to rectify such faults within 4-5 hours and restore the services.
- vi. Contractor shall ensure supply of Electrician's Tool Kit along with Multimeter and Earth Tester.
11. **The technical specification and scope of work shall be:**
- a) Silent 45 KVA Twin DG Set conforming to latest CPCB Norms with technical information as follows:
- i. Brand New (to be purchased after issuance of LOA) DG Set
 - ii. Rated 45 KVA, 4 Cylinder
 - iii. Skid mounted
 - iv. Electric Started
 - v. Panel Board
 - vi. Standard Canopy as per CPCB norms.
- b) The Twin DG Set (Engine and Alternator) offered shall be Brand new (to be purchased after issuance of LOA).

- c) The Twin DG Set provided shall be suitable for outdoor application. Offered DG should have four nos. of halogen lights along with stands and cables. The Contractor shall make his own arrangement to protect 45 KVA DG set from rain as per safety requirements. The Contractor shall make his own arrangements for lodging & boarding/meals of its crew members/operating crew at site at no extra cost to OIL.
- d) The Contractor shall transport the said DG set at OIL's designated well site location within 8 (Eight) hours of receipt of the written or telephonic mobilization notice from OIL.
- e) The transportation of Diesel and any other consumables to the site shall be arranged & borne by the Bidder at its own cost.
- f) The Contractor shall be responsible for Transportation of equipment & crew from one Drilling well site to another Drilling well site, including assembling and dismantling of gen-set and accessories for which OIL shall only pay as per the Rate Schedule. However OIL will provide crane service for loading and unloading.

-END OF SECTION-I-

SECTION-II**1. SPECIAL NOTE:**

- i. OIL does not confirm to any fixed running/operating hours per day of the DG Sets provide by the Contract. The DG Set shall be used for power supply to CISF camp Bunk houses and associated security lighting arrangement. The quantities of mobilization, demobilization, hire period and running hours, mentioned above are estimated quantities which may increase or decrease base on the operational requirement.
- ii. ILM (Inter Location Movement) Charge shall include transportation for equipment & crew from one well site to another well site & installation cost as per the Scope of work, including assembling and dismantling of gen-set and accessories.
- iii. Mobilization area:- Mining lease area under Oil India Ltd within Assam and Arunachal Pradesh.
- iv. Mobilization requirement of 12 sets of twin DG set may not be required at the same time. In that case company will notify the contractor to mobilize the Twin DG set in staggered manner as per modified schedule and part payment of mobilization of actual units will be made.
- v. The fixed monthly charges shall be inclusive of operating crew charge.
- vi. Per hour operating/running charges shall be inclusive of operating fuel/Diesel, Lube Oil, accessories, consumables & spares, maintenance along with manpower etc.
- vii. Any rental below or above one month shall be payable on pro rata basis.
- viii. In the event of any break down of DG Set(s), the Bidder shall immediately within 4 hours replace the same by mobilizing similar DG Set to operate at OIL well sites at no replacement cost to OIL.
- ix. All associated cost of operating the DG Set, but not limited to lube, operating fuel, maintenance, spares, operating crew etc are included in the operating hour charges.

2. ACOUSTIC ENCLOSURE:

The acoustic (sound attenuated and weather protective) enclosure shall be designed and manufactured conforming to latest CPCB norms on noise limits under Environment Protection Act 1986.

All DG Sets will meet requirements of Notification of Ministry of Environment & Forests, Govt. of India, regarding Acoustic Pollution, emission norms and also all other guidelines issued by Central/State Govt./other statutory bodies as applicable from time to time.

3. CONTRACTOR OBLIGATIONS:

- i. All safety norms shall be followed by the contractor while conducting job at the drill site(s). It shall be the responsibility of the contractor to ensure that all safety rules, Mines Act etc. are being followed strictly, as per the norms and guidelines of the director General of Mines Safety (DGMS) at no extra cost to OIL. Contractor shall comply with all the laid down safety regulations of the OIL.
- ii. The contractor shall provide all personal safety equipment to his work men
- iii. The contractor shall engage such persons for the work that are qualified and experienced for the same. The contractor shall furnish bio-data of all persons he intends to employ for this job.
- iv. The contractor shall maintain at all time discipline amongst his deployed crew.

- v.** The contractor will provide all tools and instruments required for the job
- vi.** The contractor shall have to arrange for boarding, lodging, travel etc. for his workmen.
- vii.** The contractor shall be responsible for any loss and damage either by theft/pilferage of his material, equipment and machinery lying at the site and will make up loss of the goods promptly when such loss or damage is detected.
- viii.** The contractor will obtain necessary temporary identity card for his workmen for entry into OIL site before the commencement of work. The contractor shall furnish detail like name, age, Address, father's name, police verification etc. along with two passport sized photographs for the issue of identity card.
- ix.** The contractor will maintain first-aid box for his personnel at work place where the DG Set is deployed.
- x.** The contractor shall ensure use of proper tools/equipment with trained personal for carry out jobs safely in OIL's premises to safeguard against mishap and damage to men, material & machinery. In case of any major accident/injury to the deputed staff at work place, the contractor shall inform to various statutory bodies like electrical inspector etc. as per laid down procedures and Indian electricity rule act. In this matter, OIL shall not be responsible at any point in time during the contract period.
- xi.** The contractor to ensure to keep the work place tidy, dispose rubbish in containers provided.
- xii.** The contractor shall arrange the store for tools, spares, materials, consumables etc required for operation and maintenance of the offered diesel generator sets at their own risk. OIL will not be responsible for theft/pilferage of materials etc.

4. STATUTORY REQUIREMENT:

- i.** The contractor shall be fully responsible for compliance with the provisions of under noted acts –
 - a)** The Mines Act, 1952.
 - b)** The Minimum Wages act, 1948.
 - c)** The payment of Wages Act, 1936.
 - d)** The Employees Compensation Act. 1923
 - e)** The payment Bonus Act, 1923.
 - f)** The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - g)** The Contract Labour (R&A) act, 1970.
 - h)** All other Acts and Statutes as made applicable from time to time.
- ii.** The contractor shall pay and meet all expenses, arising out of or as a consequence of and inconformity with the aforesaid Acts and Statutes.
- iii.** The contractor shall be responsible for maintenance of Register / Records required to be maintained under various Labour Laws such as -
 - a)** Muster Roll
 - b)** Register of Wages
 - c)** Register of Deductions
 - d)** Register of Overtime
 - e)** Register of Fines
 - f)** Register of Advance
 - g)** Wage Slips
- iv.** The above Registers are subject for scrutiny by the Principal Employer or any other authorized representatives at any point in time during entire contract period.

- v.** The contractor, if necessary, will obtain valid license under the Contractor Labour (R&A) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 from the Asstt. Labour Commissioner (Central), Dibrugarh, who is the Licensing Officer, before commencement of work.
- vi.** The contractor shall obtain a separate independent EPF code from the office of the Regional Provident Fund Commissioner, Guwahati. The contractor shall be responsible for making regular contributions towards Provident Fund in respect of his employees deployed for work under this contract. If OIL incurs any expenditure due to non fulfilment of obligation by the Bidder, the same shall be recovered from the Bidder's payments without notice.
- vii.** The contractor shall be responsible for payment of Wages for every person employed upon which shall in no case be less than the rates prescribed under Minimum Wages Act from time to time, without any cost implication whatsoever upon the Company (Oil India Limited).
- viii.** The contractor is also to ensure timely payment of wages to his workmen, as laid down under the payment of Wages Act, 1936.
- ix.** The contractor shall be responsible for Over time to his workmen in case, the workmen works more than the prescribed hours as laid down under the Mines Act, 1952, for which no extra payment shall be made by Oil India Limited.
- x.** The contractor shall also ensure that, the payment of wages to his workers is made in the presence of the Principal Employer or his authorized representatives and obtain his signature at the end of the each entry made in the payment of Wages Register.
- xi.** The contractor must also ensure that, difference of amount in case the rates of Minimum Wages is revised by the Government during the course of the contract, is paid to his worker, failing which the Principal Employer shall pay such difference of amount to the contractor's employees and recover the same from the contractor.
- xii.** The contractor must provide one day rest to his worker who puts in continuous six (06) days of work in a week. This rest day will be with wages.
- xiii.** The contractor shall get his workers insured under Group Insurance Scheme and Personal Accident Policy under the General Insurance Scheme and be responsible for payments of its premium / subscription for all the workmen engaged, cost in respect of which is deemed to be included in the Fixed Monthly Rental Charges.
- xiv.** The contractor shall meet all liabilities incurred on account of accident arising out of and in the course of employment under the act and shall comply with provisions of the Employees Compensation Act, 1923.
- xv.** In case the Company (Oil India Limited) incurs any Expenditure due to non fulfilment of any of the statutory obligations by the contractor, the same shall be recovered from the payments to be made to the contractor without notice.
- xvi.** The contractor shall meet all liabilities for Medical treatment of workmen for injuries sustained in course of the employment.
- xvii.** The workers engaged by the contractor will be his workers only and they shall have no claim on OIL for employment / regularization or otherwise during the course of contract of thereafter. The said personnel shall remain employee / workmen of the contractor, and all work performed by them shall be at the direction of the contractor.
- xviii.** No persons are deployed under prohibited categories of jobs as notified by the appropriate Government from time to time.

- xix.** No labour below the age of 18 years shall be deployed on the work.
- xx.** To provide Safety Kits, as applicable under the various statutes, to his workers.
- xxi.** The contractor shall keep his men and materials insured and keep OIL indemnified against any claim arising for any reason whatsoever. OIL shall in no way, pay any compensation for any damages, injury or loss of life of contractor's personnel working at site arising due to any reason whatsoever.

5. GENERAL TERMS AND CONDITIONS:

A. Contract Period: The duration of the Contract period will be for Four (4) years. However, OIL reserves the right to terminate the Contract, any time, without assigning any reasons or having any financial obligation to the Contractor.

B. Inspection: Criteria for inspection - Conformance with Specifications and test reports.
All Equipment's/Materials to be provided / supplied under the Contract will undergo, but not be limited to witness testing, visual inspection (100%) and dimensions (100%), review of all test certificates etc.

The cost of such tests shall be to the contractor's account. It shall be the Bidder's responsibility to correct any deviations from specifications found by inspection prior to shipment/mobilization. If the deviations / damage are found upon receipt of the services / supply at site, the same should be replaced at no cost to OIL at the risk and cost of the Bidder.

C. Terms of Payment: Payment shall be made within 30 (thirty) days from the receipt of the undisputed Invoice for the actual work done which shall be duly certified by OIL representative.

To complete the above mentioned scope of work OIL shall pay the contractor for actual hire period/work done and on the basis rates mentioned in the rate schedule.

The rates mentioned shall be firm and fixed throughout the currency of the Contract / period and any extension thereof, and no price escalation on whatsoever ground shall be allowed.

Payment will be made on actual running hrs of each twin DG Set operating at various locations.

6. VARIOUS TERMS UNDER RATE SCHEDULE ARE AS FOLLOWS:

a) MOBILIZATION CHARGES: On the date and time at which the Bidder mobilizes his complete crew personnel, equipments and accessories for commencement of operation at the specified site shall be considered and applicable.

Note: Mobilization requirement of 12 sets of twin DG set may not be required at the same time. In that case company will notify the contractor to mobilize the Twin DG set in staggered manner as per modified schedule and part payment of mobilization of actual units will be made.

b) ILM (INTER LOCATION MOVEMENT) CHARGES (Within 40 KM): Transportation for equipment & crew from one well site to another well site & installation cost as per the Scope of work, including assembling and dismantling of gen-set and accessories etc.

Inter Location Movement area - CISF camp at well sites under mining lease area of Oil India Ltd within 40 KM. OIL will provide crane service for loading and unloading.

c) ILM (INTER LOCATION MOVEMENT) CHARGES (Above 40 KM): Per kilometre transportation cost in actual will be included in addition to Charges mention in ILM (INTER LOCATION MOVEMENT) CHARGES (Within 40 KM). OIL will provide crane service for loading and unloading.

- d) **FIXED MONTHLY RENTAL CHARGES:** For providing service of 45 KVA DG set with acoustically enclosed canopy (silent running) with operating crew.
- e) **PER HOUR OPERATING/RUNNING CHARGES:** This includes the operating fuel/Diesel, Lube Oil, accessories, consumables, spares, maintenance charge inclusive of manpower etc.
- f) **DE-MOBILIZATION CHARGES:** On termination of the contract at end of the duration of the contract period, Bidder will have to demobilise his personnel and other belongings.

7. INVOICING PROCEDURE:

For the completed Work against the Contract, the contractor shall be required to maintain the Log sheets/Job Reports that will capture the Contract Items/Quantity. The Log sheets / Job Reports shall be jointly certified and accepted by OIL and contractor Representatives. Final Invoice for the Work shall be prepared based on such Log sheets/Job Reports only and the original Log sheets / Job Reports shall be attached and sent along with the Invoice for payment. Any Invoice received by OIL without the approved Log Sheets / Job Reports shall be returned to the contractor without further processing. Contractor shall be required to submit a Revised Invoice with a Revised date along with the Original Log Sheets/Job Reports.

The contractor shall submit to OIL correct and agreed / undisputed Monthly invoices in the first week of subsequent month, detailing the amounts chargeable by the Bidder in respect of the Work completed in the previous month. Each Invoice shall:

- a. Bear the Contract Number and Site description;
- b. Accompanied by a copy of Callout, Original Log sheets/Job Reports,
- c. Contain details of bank account.
- d. Contain PAN & Service Tax Registration No

8. WITHHOLDING OF PAYMENT:

OIL may further withhold part or whole of any payment claimed by the contractor, which in OIL's opinion is necessary to protect itself from loss on account of -

- a) Failure by the contractor to indemnify OIL.
- b) Damage to other contractor, OIL or other property.
- c) Failure to meet mutually agreed schedules.
- d) Failure by the contractor to indemnify OIL from Taxes paid by OIL. When the grounds for withholding payments are removed, OIL shall make payments of the amount due to the contractor without delay. No interest is payable by OIL on such withholding payments at the release of payments.

9. NON- PERFORMANCE DEDUCTIONS:

After deployment of DG Set at any site, Deductions for non performance during entire deployment period shall be as under:

- i. In case the deployed twin DG Set fails for any reason, including absence of manpower attributable to contractor at a particular site and cumulative breakdown hours of deployed DG Set for a maximum of 4 (four) hours in a month. The Contractor shall be paid for the actual period of operation of the day on pro-rata basis.
- ii. In case the deployed twin DG Set fails for any reason, including absence of manpower attributable to contractor at a particular site and cumulative breakdown hours of deployed DG Set exceeds 4 (four) hours but less than 12 (twelve) hours in a month then Fixed Hourly Rate will be deducted from contractors monthly bill for the actual period of breakdown/shutdown. However the contractor shall be paid, per hour operating /running charges for the actual period of operation.

$$\text{Fixed Hourly Rate (Rs)} = \text{Rs. } \{(\text{FIXED MONTHLY RENTAL CHARGES} * 12/365)/24\}$$

- iii. In case the deployed twin DG Set fails for any reason, including absence of manpower attributable to contractor at a particular site and cumulative breakdown hours of deployed DG Set

exceeds 12 (twelve) hours in a month, then Penalty charge per hour of twice the amount of Fixed hourly Rate (Section-II; clause9: ii) for the entire period of shutdown will be deducted from contractors monthly bill for the actual period of breakdown/shutdown.

Penalty charge per hour = Rs. (2* Fixed Hourly Rate)

iv. In case of spillage of diesel / lubricants at site, it shall be the responsibility of the contractor to get the area cleaned as directed by the Engineer I/C, failing which such cleaning shall, be carried out by OIL and the charges as applicable shall be recovered from the contractors running bills.

v. In event of any compensation due to violation of statutory rules and pollution due spillage of diesel / lubricants of the deployed twin DG shall be the responsibility of the contractor and OIL shall not be responsible for whatsoever.

Notes:

- a)** The camp in-charge will certify the actual shut down period for necessary deduction from the contractor's monthly bill.
- b)** Day (24 Hrs) is considered from 12 Midnight to next day 12 Midnight.
- c)** Shutdown above 30 minutes will be considered as one hour.

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

10.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date, Company notifies the successful bidder, in writing through Letter of Awards (LOA) that it has been awarded the contract. This date of issue of LOA shall be treated as the Effective Date of Contract.

10.2 MOBILISATION TIME: The mobilization of each complete Twin DG set and personnel etc. Should be completed by Contractor within 3 months from the date of issuance of intimation by Company (OIL) after Award of the contract. Company may advise Contractor for mobilization of all the units at a time or in part as per requirement. However, all the requirement of 12 units shall be intimated within maximum of 6 Months from the date of issuance of Letter of Award. 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 and duly certified by the Company's authorized representative.

10.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization of first unit of Twin DG set is completed in all respects as certified by Company is treated as date of commencement of Contract.

10.4 DURATION OF CONTRACT: The contract shall be initially for a period of 4 (four) years from the scheduled date of completion of mobilization / date of completion of mobilization (whichever is earlier) of the last unit(s). The terms and conditions shall continue until the completion/ abandonment of the last well being drilled, if any, at the time of the end of the Contract.

11. PAYMENT AGAINST MOBILISATION:

Payment against mobilization charges shall be released to the Contractor against the mobilized unit(s) as advised by Company. If Contractor mobilizes unit(s) partially against Company's particular requirement and advice, payment shall be released only after completion of all the quantity as advised by Company, though commencement of operation of the mobilized unit(s).

Mobilization charges will be released to the contractor after mobilization of all the units as per the intimation letter for mobilization from OIL.

12. LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

12.1 In the event of Contractor's failure to mobilize / commence operation of any Twin DG Set within the stipulated time as per the intimation letter from OIL, the contractor shall be liable to pay Liquidated Damages

@0.5% of the 1st year contract value (including mobilization cost) of the particular Twin DG Set for each week of delayed mobilization / commencement of operation up to a maximum of 7.5% of the 1st year contract value (including mobilization cost) of the particular Twin DG Set.

12.2 If the Contractor fails to mobilise / commence operation of any Twin DG set within 16 weeks from the date of intimation for mobilization by OIL then the Company (OIL) reserves the right to cancel the entire contract (including all mobilized units if any) without any compensation whatsoever.

In case of termination of contract under Clause 12.2 above, payment against the already operational Twin DG sets will be made up to the date of cancellation of the contract.

12.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

-END OF SECTION-II-

**To,
DGM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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

provided to the working personnel before commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

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

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES OF 45 KVA GENSET INCLUDING OPERATION AND MAINTENANCE FOR CISF CAMP AT WELL SITE UNDER MINING LEASE AREA OF OIL INDIA LTD WITHIN ASSAM AND ARUNACHAL PRADESH - UNDER IFB NO. CDI1574P17**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1:

Date. .

Witness 2:

BID FORM

To
M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub: IFB No. CDI1574P17

Gentlemen,

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 work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ **“NOT TO BE QUOTED HERE”** (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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing 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 _____ 2016.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)**(Only exceptions/deviations to be rendered)**

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

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

Signature of Bidder: _____

Name: _____

NOTE:

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

PROFORMA LETTER OF AUTHORITY

TO
DGM-CONTRACTS(HoD)
Contracts Department
P.O. DULIAJAN PIN - 786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL TENDER No. CDI1574P17

We _____ of _____
Confirm that Mr. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **CDI1574P17** for **Hiring of services of 45 KVA genset including operation and maintenance for CISF camp at well site under mining lease area of Oil India Ltd within Assam and Arunachal Pradesh** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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.

FORMAT OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED

For DGM-Contracts(HoD)

Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of **Hiring of services of 45 KVA genset including operation and maintenance for CISF camp at well site under mining lease area of Oil India Ltd within Assam and Arunachal Pradesh** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI1574P17.**

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 _____ 2016.

THE CONDITIONS of these obligations are:

- i) If the Bidder withdraws their bid within its original/extended validity.
- ii) If the Bidder modifies/revises their bid sumoto.
- iii) If the Bidder does not accept the order/contract.
- iv) If the Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any one of the above conditions, specifying the occurred condition or conditions.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

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

* * Date of expiry of Bank Guarantee should be minimum 150 days from the date of opening of Technical.

Note: 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.

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

Signature of Bidder with Official Seal

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
OIL INDIA LIMITED
DULIAIJAN – 786602
ASSAM

ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE
AS PER STAMP DUTY ACT

This deed of guarantee made between (**Full address of the issuing Bank**) having the head office at (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./**Agreement No.** (hereinafter referred to as the said “Agreement”) for (brief description of the nature of the contract) for the period from to with M/s.(**Contractor**) (Full address of the contractor) having its Regional Headquarters at(hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs.** (Rupees) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.**..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

Contd.....P/2

4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.

6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.

7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. (Rupees) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this _____ day of _____ 20__

Place: (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

Note: If Bank Guarantee is submitted towards 'Performance 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.

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 (Name of the Bidder) for the last three (3) completed accounting years upto(as the case may be) are correct.

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

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature