

E-TENDER CDI5230P15

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

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

IFB No.	CDI5230P15
Description of Service	Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS.
Period of Sale of Bid Document	07.11.2014 TO 09.12.2014
Bid Closing / Opening Date & Time	16.12.2014 (11:00 HRS / 14:00 HRS : Server Time)
Cost of Bid Document	Rs. 2000.00
Bid Security (EMD)	Rs. 71,000.00
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602. <i>Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.</i></p> <p>On receipt of request from applicants who do not have USER_ID and initial PASSWORD, it will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal on payment of requisite Bid document cost. No physical tender documents will be provided.</p> <p>PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p> <p>The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com</p>	

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

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

DESCRIPTION OF WORK/ SERVICE:

Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS.

LOCATION : Barekuri QPS under jurisdiction of Eastern Producing Area(EPA), Digboi of OIL INDIA LIMITED..

CONTRACT PERIOD : 06 months.

BID SECURITY : **Rs. 71,000.00** (RUPEES SEVENTY ONE THOUSAND ONLY)

BID CLOSING/ OPENING DATE & TIME : **16.12.2014** (11:00 HRS/14:00 HRS)

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

No. _____ dated _____ of _____

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

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **7.5% of contract value** and this will not earn any interest.

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

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

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid)** from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. **Alternatively, Bid security against the IFB can be paid through the online payment gateway.**

This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

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

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

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

Digital Signature certificates having “Organisation Name” field as “Personal” not acceptable. However, aforesaid digital signature Certificates having bidder’s name in the “Organisation 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 withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forwarding Letter.

Instruction to Bidders

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

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

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments (SCPME) [Not
Applicable for this Contract]

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Proformas, Annexures

Price Bidding Format

SPECIAL NOTE:

Please note that all tender forms (Forwarding Letter, BRC-BEC – Bid Rejection Criteria & Bid Evaluation Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid and Price break-up) 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 superscribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.

a) **ORIGINAL BID SECURITY**

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

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

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

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

NB: All the Bids must be Digitally Signed using “Class 3 digital certificate with Organizations Name” digital certificates *[e-commerce application (Certificate with personal verification and Organisation’s 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 “Organisation Name” field as “Personal” not acceptable. However, aforesaid digital signature Certificates having bidder’s name in the “Organisation Name” field are acceptable.

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No.: 91-44-2834-2444(Res), 91-9600144444(Cell); E-mail : gopalaswamin@gmail.com; Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell); E-mail: rcagarwal@rediffmail.com have been appointed as Independent External Monitors)

22.0 SCREEN SHOTS:

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

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

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

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:

The screenshot shows the 'Edit RFx Response' interface. At the top, there is a header bar with the title 'Edit RFx Response:' and a navigation menu with options: Submit, Read Only, Print Preview, Check, Technical RFx Response, Close, Save, and Verify signature. Below this, a status bar displays: 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, and RFx Response Number 5. A red arrow points from the 'Technical RFx Response' menu item to a callout box that says 'BID ON “EDIT” MODE'. Another red arrow points from the 'RFx Response' field to a callout box that says 'Area for uploading Un-Priced Techno-Commercial Bid*'. The main content area has tabs for 'RFx Information', 'Items', 'Notes and Attachments', and 'Conditions'. The 'Notes and Attachments' tab is active, showing a 'Notes' section with an 'Add' button and a 'Clear' button, and an 'Attachments' section with buttons for 'Sign Attachment', 'Add Attachment', 'Edit Description', 'Versioning', 'Delete', and 'Create Qualification'. Below these are two tables. The first table has columns 'Assigned To', 'Category', and 'Text Preview'. The second table has columns 'Assigned To', 'Category', 'Description', 'File Name', 'Version', 'Processor', and 'Checked'. A message at the bottom of the second table states: 'The table does not contain any data'. A red arrow points from the 'Add Attachment' button to a callout box that says 'Area for uploading Priced Bid**'.

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.

HEAD-CONTRACTS

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

**IFB NO. CDI 5230P15
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

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

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

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

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

(B) PRICED BID:

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

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

6.0 PERIOD OF VALIDITY OF BIDS:

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

6.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or

by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

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

8.0 SUBMISSION OF BIDS:

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

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

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

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

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

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

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

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

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

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System

to make any changes in their bid after the bid has been uploaded by the bidder. Bidder may however request the administrator through the system for returning their bids 03(three) days before the bid closing date and time for re-submission except in condition mentioned in clause 12.1. But, no such request would be entertained once the due date for submission of bids has been reached and bids are opened.

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

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

10.0 LATE BIDS:

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

12.0 EXTENSION OF BID SUBMISSION DATE:

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

13.0 BID OPENING AND EVALUATION:

13.1 The Technical bid & Price 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 bid opening date, Collaboration Folder(C-Folder) & Price Bid will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx Tab Page & Price Bid is attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender portal.

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

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

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

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

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

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

15.0 CONTACTING THE COMPANY:

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

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

16.0 AWARD CRITERIA:

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

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

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

18.0 NOTIFICATION OF AWARD:

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

19.0 SIGNING OF CONTRACT:

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

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

19.3 This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of

the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

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

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

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

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

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

TAX INVOICE

Name of the Service Provider.....
Address of the Service Provider.....
Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver Invoice Serial
No.....
Oil India Limited, Duliajan, Assam Invoice
Date.....

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

Signature of Proprietor/partner

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

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Techno-Commercial Bid.

A) Technical

1.2.1 The bidder shall have experience of completing “similar nature” of job(s) of following magnitude during the last 7 years ending last day of month previous to the one in which applications are invited in PSUs/ Central Govt./ State Govt./ State Govt. Enterprises/ Upstream Oil Companies:

- i)** One single contract of minimum value of Rs 56,80,000.00 (Rupees Fifty six lakhs and eighty thousand Only)
- OR**
- ii)** Two single contracts of minimum value of Rs. 35,50,000.00 (Rupees Thirty four lakhs and fifty thousand only) each .
- OR**
- iii)** Three single contracts of minimum value of Rs. 28,40,000.00 (Rupees Twenty eight lakhs forty thousand only) each.

Note: “Similar Nature” job(s) Mentioned in para 1.2.1 means :-

The job involving installation and commissioning of pressure vessels(both fired and non fired)/construction of piping networks etc. in oil/ gas installations like QPS/ EPS/ OCS/ GCS/ GGS etc. including all the related Civil, Mechanical, Electrical jobs.

1.2.2 The bidder should have an average annual turnover during the last three years ending 31.03.2014 at least of Rs. 21,30,000.00 (Rupees Twenty one lakhs thirty thousand only).

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer **Note-1** below) in support of experience and turnover as mentioned in Para 1.2.1 and 1.2.2.

Note-1

A) For proof of Annual turnover, the following documents/ photocopy (self-attested / attested) must be submitted along with the bid:

- i)** Certificate from a Chartered/Cost Accountant with membership No and Firm Registration No. certifying annual turnover for last 3 (three) years.
- OR**
- ii)** Audited copy of Profit and Loss account for last 3 year.

B) For proof of requisite Experience, the following **any one** of the following documents/ photocopy (self-attested / attested) must be submitted along with the bid:

- i) In case of OIL contractors, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)'/ 'Service Entry Sheet (SES)' of jobs successfully executed during the last 7 (seven) years ending bid closing date showing gross value of job done.
- ii) Certificate issued by any other Public Sector Undertaking/ Govt. Department/ State Govt. Enterprise during the last 7 (seven) years ending bid closing date showing:
 - (a) Gross value of job done,
 - (b) Nature of job done, and
 - (c) Contract period.

1.3 COMMERCIAL:

1.3.1 Bidders shall have to categorically quote the rates for their offer and confirm that the rates shall remain firm during the contract period and not subject to variation on any account.

1.3.2 The bidder shall furnish Bid Security for the amount as indicated along with Bid. Any bid not accompanied by a proper bid security will be rejected.

1.3.3 Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.

1.3.4 The bid shall be typed or written in indelible ink and the original bid shall be signed by the Bidder or their authorized representative on all pages failing which the bid will be rejected.

1.3.5 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by Bidder, in which case such corrections must be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.3.6 Any bid containing false statement(s) will be rejected and action will be taken as per terms & conditions of the tender documents.

1.3.7 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents; otherwise, the bid will be rejected.

1.3.8 The Bid Documents are not transferable. Bids submitted by parties who have not been issued the Bid Documents from the Company will be rejected.

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

1.3.10 Bids containing preconditions, if any, will be summarily rejected and no correspondence for any deviation/correction in this regard will be entertained thereafter.

1.3.11 The following Clauses with all its sub-clauses should be agreed in toto, failing which the bid will be rejected.

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Liquidated damages Clause
- Penalty clause

1.4 GENERAL:

1.4.1 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 the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

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

1.4.3 In case, any of the clauses in the BRC contradict with other clauses of Bidding Document elsewhere, then the clauses in the BRC shall prevail.

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

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

2.0 BID EVALUATION CRITERIA:

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

2.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Price Bid Format.

2.3 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.

2.4 In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same lowest price.

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

DESCRIPTION OF WORK/SERVICES:-

Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS.

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 Assam Field.

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 **06 months** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of @0.5% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

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

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

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

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

12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. 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.

14. 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.

15. 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.

16. 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.**

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

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

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

20. **Special Conditions**

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

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

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts

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

21. ARBITRATION:

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

22. FORCE MAJEURE:

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

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

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

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 GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN**

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

Description of Work/ Service: Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS.

Item No.	Description of Services	UOM	Estimated Quantity
10	Complete Installation of GU I	NO	1
20	Complete Installation of GU II	NO	1
30	Complete Inst. of Emulsion Treater	NO	2
40	Complete Inst. of Indirect Heater	NO	1
50	Complete Installation of FWDP	NO	2
60	Complete Installation of Chemical dozing	SET	2
70	Supply,erectn. and fabrctn. of ET shed	NO	2
80	Supply,erectn. and fabrictn of IH shed	NO	1
90	Supply,erectn. and fabrctn of FWDP shed	NO	1
100	Supply, erectn and fabrctn of Chem shed	NO	1
110	Construction of R.C.C. foundation for ET	NO	2
120	Construction of P.C.C foundatin for FWDP	M3	40
130	Lagging of ET	M2	70
140	Lagging of IH	M2	40
150	Fabrication of Single leg Pipe support	NO	60
160	Fabrication of Double leg Pipe support	NO	86
170	Fabrication of walkways	M	100
180	Transportation of Pipes	TKM	3500
190	Transportation of pipe fittings	TRP	10
200	Welding of pipes (Size 200 mm NB dia.)	JT	50
210	Welding of pipes (Size 150 mm)	JT	250
220	Welding of pipes (Size 100 mm)	JT	250
230	Welding of pipes (Size 75 mm NB)	JT	125
240	Welding of pipes (Size 50 mm NB)	JT	125
250	Welding of pipes (Size 25mm NB and below)	JT	200
260	Handl,align,inst of flanged valves (Size 150mm NB.)	NO	54
270	Handl,align,inst of flanged valves (Size 75/100 mm NB)	NO	75
280	Handl,align,inst of flanged valves (Size 50	NO	50

	mm and below)		
290	HOOKING UP OF TWO WELDED FLANGES (Size: 150mm)	PAIR	150
300	HOOKING UP OF TWO WELDED FLANGES (Size: 100/50 mm NB)	PAIR	150
310	HOOKING UP OF TWO WELDED FLANGES (Size: 25 mm and below)	PAIR	20
320	INSTALLATION OF SCREWED TYPE VALVE (Size of the S&C valve - 100 mm NB dia)	NO	50
330	INSTALLATION OF SCREWED TYPE VALVE (Size: 75/50 mm NB)	NO	100
340	INSTALLATION OF SCREWED TYPE VALVE (Size: 25 mm NB and below)	NO	150
350	Handling/aligning/swabbing/purging (Size - 100 mm NB)	M	200
360	Handling/aligning/swabbing/purging for size 75/50 m	M	400
370	Handling/aligning/swabbing/purging (size 25 mm NB and below)	M	450
380	FABRICATION OF WELDED MITRE BEND	CM	3000
390	Hydraulic testing	JOB	1
400	Construction of Drains	M	100
410	Construction of CC MATTRESS	M2	1500
420	Supply of Earth	M3	250
430	Road crossing through casing pipes	M	38
440	Mobilization and Demobilization charges	AU	1

Details of Item description can be found in Section - IV of SCC (Part III) under scheduled of rates

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.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)

SPECIAL TERMS & CONDITIONS

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

Oil India Limited (OIL) has planned to incorporate Wet Crude Handling facility in the existing setup of Barekuri QPS for separation of the formation water content from the produced crude oil.

The brief scope of work (Details are given in Part III, Section IV) of this tender is as follows:

1.0 TRANSPORTATION OF COMPANY'S MATERIALS:

The contractor will have to arrange for transportation of the company's material such as pipes of different dia. and length, valves, pipe fillings, controllers, accessories of vessels and equipment, electrical items, instrumentation items etc. from Duliajan materials Godown, Nahorkatia South bank, New Industrial Area, or any other site to Barekuri QPS and store it safely till these are put into use.

2.0 INSTALLATION OF VESSELS:

Installation and commissioning of pressure vessels along with fabrication of piping of both fired and non-fired ones comprising of Group Unit I (GU I) - 1 No., Group Unit II (GU II) - 1 No., Emulsion Treater (ET)- 2 Nos., Indirect Heater (IH)- 1 No. etc. are in the scope of the contract. However, civil foundation for the vessels and placement of vessels on the foundation will be done by OIL. Details of installation and commissioning jobs are as under:

2.1 This installation and commissioning jobs will broadly comprise of grouting of the foundation bolts, cleaning of the internals of the vessels by opening the manhole door, fitting the manhole door, fitting of the float gear flange, installation/ fixing of all accessories such as safety valves, control valves, gate valves, drain lines, liquid level gauge, level controllers, inlet/outlet connections, fabrication of suitable welded mitre bend, standard bevel ended tee / reducer etc where ever necessary for completing the connections, hydraulic testing before commissioning and finally connecting it to the existing piping network as shown by the site engineer. Lagging of the fired vessels such as IH and ETs shall be done by the contractor after hydraulic testing is over.

2.2 Materials such as the vessels, all kinds of valves, pipelines of different diameters, readymade pipe fittings such as bends, reducer, swage nipples etc. will be supplied to the contractor by the company. The contractor may be required to fabricate pipe fittings if the same is not available at the time of execution.

2.3 All equipment and services like welding set, grinding sets, lifting tackles, tools, skilled and unskilled workmen, supervisions etc. shall be provided by the contractor.

2.4 Foundation (PCC/RCC) for these vessels will have to be constructed by the contractor wherever necessary as per the drawings supplied with the tender. All civil engineering materials for the foundation shall be supplied by the contractor.

3.0 INSTALLATION OF PUMPS:

Two (2) numbers each of Formation water disposal pump and chemical dosing pump will have to be installed by the contractor. The scope of work is as follows:

3.1 This installation and commissioning jobs will broadly comprise of making of foundation as per the supplied drawing, placement of the pumping units (Pump + Motor) on foundation, grouting of the foundation bolts, assembling of the pump and motor after proper alignment, installation of suction/delivery and bypass valves, fabrication and erection of associated suction and delivery piping, installation of all types of accessories on the body of the pump sets, fabrication of suitable welded mitre bend, standard bevel ended tee / reducer etc. where ever necessary for completing the connections etc. and finally connecting the suction/delivery lines with the existing piping network/ tanks as shown by the site engineer.

3.2 Materials such as the pump sets, all kinds of valves, pipelines of different diameters, readymade pipe fittings such as bends, reducer, swage etc. will be supplied to the contractor by the company. The contractor may be required to fabricate pipe fittings if the same is not available at the time of execution.

3.3 All equipment and services like welding set, grinding sets, lifting tackles, tools, skilled and unskilled workmen, supervisions etc. shall be provided by the contractor.

3.4 All civil engineering materials for the foundation shall be supplied by the contractor.

4.0 FABRICATION OF THE PIPING NETWORK:

The contractor shall fabricate the entire piping network so as to interconnect the newly installed pressure vessels (Fired/Non-Fired), pumps/equipments, suction/delivery manifolds etc. with the existing piping network of Barekuri QPS as per the instructions of the site engineer. Details of jobs are as under:

4.1 This job broadly includes stringing, swabbing, cleaning, welding (API1104/1108) of pipes of different diameter, installation of pipe fittings (both readymade and the ones fabricated by the contractor), valves, other accessories etc. so as to form a continuous piping network in between the newly installed vessels such as GU I, GU II, ET, IH, Manifolds, pumps/equipments etc. and finally connecting the entire wet crude handling facility to the existing piping network of Barekuri QPS as per satisfaction of the site engineer. The piping system shall be self sufficient, self contained and zero leak to the environment. All the jobs shall be carried out with strict adherence to all the API specifications as well as safety rules and regulations prevailing in upstream oil company.

4.2 Materials such as all kinds of valves, pipelines of different diameters, readymade pipe fittings such as bends, reducer, swage etc. shall be supplied to the contractor by the company. The contractor may be required to fabricate some pipe fittings if the same is not available at the time of execution.

4.3 All equipment and services like welding set, grinding sets, lifting tackles, tools, skilled and unskilled workmen, supervisions etc. shall be provided by the contractor.

5.0 CIVIL ENGINEERING WORKS:

Civil jobs included under the scope of work of the contractor broadly include the following:

5.1 CONSTRUCTION OF VESSEL/PUMP FOUNDATIONS:

The foundations (PCC/RCC) for placement of pressure vessels (Fired/Non fired) and Pump sets (Pump Motor) shall be constructed by the contractor wherever necessary as per the drawings supplied. All civil engineering materials and labours required for construction of the foundations shall be supplied by the contractor. All R.C.C work grade M15 shall conform to IS 456-1978 and all TOR steel bars grade Fe415 shall conform to IS 1786-1979. Foundations drawings mentioned here are only indicative and may vary.

5.2 CONSTRUCTION OF SHEDS:

Fabrication and erection of sheds for ET, IH, FWDP, Chemical dozing pump etc. are under the scope of the contractor. This item includes supply of all civil engineering materials, mechanical fabrication/erection of the sheds including all associated civil engineering jobs like brick soiling, C.C flooring, cement plastering, cable trenches of any required sizes, drain around the shed etc. All materials like CGI sheet, M.S Plates, angles, structural pipes etc. shall be supplied by the contractor and these materials shall conform to IS specifications and shall be of TATA/SAIL brand quality only.

5.3 OTHER MISCELLANEOUS CIVIL JOBS:

- a) Construction of CC mattress/Drains around the newly commissioned vessels, newly erected sheds and other areas as per the directive of the site engineer. All kinds of civil engineering materials, base plates etc. shall be supplied by the contractor.
- b) Fabrication/Erection/Installation of single and double leg pipe supports at various points for firm support of the piping network, including grouting of these supports. The scrap pipes, bolts, nuts, clamps etc. shall be supplied by the company. All kinds of civil engineering materials, base plates etc. shall be supplied by the contractor.
- c) Fabrication/Erection/Installation of walkways at various points shall be done by the contractor. The MS gratings required shall be supplied by the company. However, if the gratings are not available in Company's godown at the time of execution of the job, the same shall be supplied by the contractor. All kinds of civil engineering materials, railing pipes, etc. shall be supplied by the contractor.
- d) Crossing of roads by casing pipes, which includes cutting of the existing road, placement of suitable casing pipe and laying of pipeline of various sizes through the casing pipe is in the contractor's scope. The excavated part of the existing road will have to be backfilled and black topped if necessary after the job. The casing pipes required for road crossing will be supplied by the Company.
- e) Supply of earth at project site including spreading/ ramming at various sites as per the directive of the site engineer is under the scope of the Contractor.

6.0 ELECTRICAL ENGINEERING WORKS:

6.1 This job includes broadly installation & commissioning of all the electrical equipment such as motors, switchgears, panels etc. laying of underground cables of different sizes including connection, earthing of motors, panels, sheds.etc. All electrical jobs should be completed by the contractor in every aspect; however the final power connection to the equipments/ power points will be given by the Company wherever necessary.

6.2 The contractor shall carry out complete earthing system of the newly installed vessels / pumps / sheds etc. The earthing system shall consist of earthing bus, earth electrode, connected firmly to the shell of the vessels as per IS: 3043 & IS: 7689 also as per instruction of site Engineer. The contractor shall also construct brick or RCC enclosure with concrete cover at various earth pits.

6.3 The armoured cables, earthing bus, electrode etc. required during the electrical jobs shall be provided by the Company. All kinds of civil engineering materials required during the electrical jobs shall be supplied by the contractor.

7.0 RELEVANT DRAWINGS FOR EXECUTING OF THE JOBS:

Except otherwise specified, the following drawings will generally be used during construction of the installation.

- 1.Installation of GU-I:Sketch no 1 of OIL/1054
- 2.Installation of GU-II:Sketch no 2 of OIL/1054
- 3.Installation of ET:Sketch no 15 of OIL/1054
- 4.Installation of IH:Sketch no 14 of OIL/1054
- 5.Shed for ET:OIL 8189
- 6.Shed for IH:OIL 7330
- 7.Shed for FWDP:OIL 1590
- 8.Foundation of ET:SK OIL 3207
- 8.Shed for Chemical dozing pump:OIL/PP/14
- 9.Single leg pipe support:OIL/ PP/ 15
- 10.Double leg pipe support:OIL/ PP/ 16
- 11.Electrical Earthing system:OIL/ PO/ 07

SECTION III**SPECIAL TERMS & CONDITIONS OF THE CONTRACT.****1.0 COMMENCEMENT OF WORKS**

- i. The Contract shall become effective from the date the Company notifies the Contractor in writing through LOA (Letter of Award) that he has been awarded the Contract. This date shall be treated as the Effective Date of the Contract.
- ii. Soon after the receipt of LOA, the Contractor should submit the necessary labour clearance issued from the ER department of the Company to the Company engineer within 15(Fifteen) days of the signing of the contract.
- iii. After submission of the labour clearance by the Contractor, the Company shall issue work order, specifying the actual date of commencement of the works / service and the date of its completion based on the contract provisions.

- iv. The Contractor shall have to complete the mobilization of his man and materials in all respects to the site within 15 (Fifteen) days of the receipt of LOA. Delay in this may lead to penalty as per the GCC of this contract.
- v. The Contractor shall bear the entire cost towards mobilization of his workforce, equipments; materials etc. to the project site i.e. Barekuri QPS including demobilization and clearing of the same after completion of the work.
- vi. The bidder shall submit certificate issued by appropriate authority regarding Bank account number, service tax registration no, copy of PAN card, VAT Regd. Number, Provident fund code number, (Direct Code)/ or a declaration by the applicant to them. In case of P.F. is required to be deposited later on, the same will be deposited by bidder (applicant).

2.0 EXECUTION OF WORKS

- i. After receipt of LOA, the Contractor shall visit the project site i.e. Barekuri QPS to get a clear visualization about the nature of work contemplated under this contract.
- ii. The Contractor will be given an approximate layout by the site Engineer, clearly showing the equipments and piping of the proposed wet crude handling facility to be installed in the present set up of Barekuri QPS. Based on this layout, the Contractor shall prepare detailed working drawing of equipments and piping diagram showing the safety distances and submit the same to the Company for approval.
- iii. On the basis of the site visit and the drawing/sketches supplied along with the Tender, the Contractor will prepare a detailed work plan and working drawing for execution of the job. The Company will finalize the same after modifications (if any) in consultation with the Contractor, for efficient and timely completion of the works. The copy of approved drawing and workplan shall be issued by the Company to the Contractor, and the Contractor shall be bound to adhere by it.
- iv. Company will have the power to revise the work program at any time during the progress of the works, as and when felt necessary. The Company may also modify the already approved layouts of the equipments and piping as and when found necessary. The Contractor shall keep these approved revised programs/drawings whenever such revisions/modification happens and shall adhere to them strictly. Copies of all detailed working drawings relating to the works shall be kept at the Contractor's office on the site and shall be made available to the site Engineer at any time during the contract. The drawing shall be returned to the Company on completion of the works.
- v. The Company shall have the right but not the obligation to inspect the works during its progress as and when felt necessary. The Contractor shall assist the Company/site engineer or his representatives while carrying out such inspection. If in the opinion of the Company or the Company's authorised representative, the works or any item thereof is found to be not in accordance with the specifications and exhibits, the Contractor shall remove the defect and re-execute the works or the item in accordance therewith at his own expenses, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any

delay caused in remedying any defective performance shall not absolve the Contractor from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.

- vi. If the Contractor/Contractor's man is responsible for a delay in progress of the works, the Contractor shall, without additional cost to the Company work overtime and / or mobilize / utilize such additional equipment and personnel to improve the progress. However, all the jobs shall have to be carried out during daylight hours only.
- vii. The Company will have the power to call the Contractor at any suitable time during the progress of the works to discuss/deliberate about any works in respect of any particular phase which is considered too complex in the opinion of the Company. The Contractor or his authorised representative will make himself available at the project site at the given time and will give all the information's in connection to the queries made by the Company.
- viii. The Contractor shall execute the works entirely in strict accordance with the accepted practices, laid down standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter relating to this contract.

3.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT OF THE CONTRACTOR:

- i. The Contractor shall furnish all materials consumables, labour, tools, supervision, plant and equipment necessary to complete the works mentioned in the scope of works of this contract within the time schedule and in accordance with the specifications. All material furnished by the Contractor shall be of a suitable grade and type. No substitution of any materials shall be made without the written approval of the Company and any materials which do not conform to the specifications or is otherwise rejected shall be removed immediately from the site.
- ii. The Contractor shall perform the works in a workmanlike manner with competent and efficient workmen in strict conformity with the provisions in this contract. The Company will have the right to ask the Contractor for removal of any of the Contractor's employee from the works who in the Company's opinion may be incompetent, careless or not qualified to perform the works assigned to him.
- iii. The Contractor shall obtain necessary gate pass from CISF for all his employees who will carry out the jobs for their entry in the installation i.e. Barekuri QPS. The Contractor shall also submit the list of all his employees who will carry out the job at the project site to the Company engineer.
- iv. Electricity, water, accommodation etc. for the Contractor's men will not be provided by the Company. These are to be arranged by the Contractor himself. Further electrical power required for construction works shall also be arranged by the Contractor.
- v. No transportation will be provided by the Company for transfer of the Contractor's men & material to the project site.

- vi. The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.
- vii. The Contractor shall assume the complete responsibility for damage to and loss or destruction of materials and equipment or supplied/ furnished by OIL. In case there is a loss or damage to OIL's equipment/material for causes attributable to the Contractor, the Contractor shall compensate OIL adequately.
- viii. If any of the Contractor's men/labour is found under the influence of alcohol, lingering uselessly, or involved in any activity which might compromise the safety of the installation and its crew, he will be immediately removed from the installation by the shift in-charge/ CISF/any other authorised personnel without any prior notice to the contractor.
- ix. The Contractor shall maintain strict discipline and good order among their employees and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall inform the Contractor for immediate removal of such personnel.

4.0 MEASUREMENT OF WORKS:

- i. The quantities detailed in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by the Contractor. The quantities of works to be considered for purpose of payment shall be those actually executed either in accordance with detailed drawings or with the written instruction of the Engineer.
- ii. In respect of completed works accepted by the Engineer either in part or in full at his discretion, the Engineer shall in consultation with the Contractor call upon the Contractor by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. The Contractor or its authorized representative shall be present at the site and shall furnish to the Engineer all particulars required for a proper measurement. Should the Contractor not attend or neglect or omit to send such authorized representative, then the measurement made by the Engineer or approved by him will be the conclusive measurement of the works and the Contractor shall accept such measurement.
- iii. All the measurements shall be carried out as described in the Schedule of Rates of the contract for the corresponding items of work.

5.0 PERFORMANCE GUARANTEE:

Workmanship and quality of materials supplied by the Contractor are to be guaranteed for a minimum period of twelve (12) months from the date of commissioning. The Contractor shall repair and replace any defects occurred by way of bad workmanship or mishandling or defective / substandard materials supplied during the guarantee period of twelve (12) months from the date of commissioning.

6.0 HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES:

- 1. 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.

2. 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.
3. Necessary Cold / Hot work permits are to be obtained from authorized personnel before starting the job(s).
4. 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 as per prevailing relevant Acts/ Rules/ Regulations.
5. 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.
6. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
7. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
8. While carrying out welding and cutting jobs, the contractor shall strictly enforce the guidelines as stated in OMR - 1984 and SOP-OIL, Vol-II.
9. The oxy acetylene cutting sets shall be fitted with flash back arrestors in the regulator side as well as nozzle side. The contractor shall engage only skilled, capable and competent personnel who are fully conversant with the job. Before starting the job, the contractor shall submit the list of competent personnel with valid certificates, who will carry out the job.
10. During transportation of line pipes by road, it should be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads. The pipes shall be unloaded carefully to prevent damage at the ends/ body of the pipes & pipe threads.
11. Contractor or his authorised representative shall conduct Tool Box meeting everyday where tools used are to be checked and briefing of jobs to be done. The record of Tool Box meeting to be kept in writing and copy of the meeting to be sent to the authorised representative of OIL
12. Lifting equipments used for lifting shall be tested and shall be in good condition.
13. In case of any welding job, welder shall wear safety goggles while welding/ cutting.
14. Smoking is not permitted in the work place.
15. All torches, regulators, cylinders and other equipment shall be of an approved design of appropriate authority and in good conditions.

16. The contractor shall arrange and fit spark arrestor to the exhaust of the welding machine, if required as per the instruction of representative of OIL.
17. Necessary sign boards/ warning signals etc shall be used while working. The said sign boards/ warning signals shall be arranged by the contractor.
18. First aid box is to be provided by the contractor and same shall be kept ready at work site for contractor's personnel while carrying out the job.
19. Under no circumstances LPG shall be used for gas cutting purpose.
20. The contractor shall clear away all the rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
21. The contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and shall take full responsibility for their safety.
22. The contractor's personnel have to take every possible care to keep the environment clean and free from pollution.
23. The contractor's personnel shall understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan ready to counter them.
24. While providing the services, the contractor personnel shall follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents.
25. The contractor shall report all sorts of near miss incidents and accidents to Installation Manager / departmental representative.
26. The contractor shall deploy a competent person throughout the job under whose constant supervision only the job will be carried out.
27. Any compensation arising out of the job whether related to pollution matter, Safety or Health shall be paid by the contractor only.
28. The contractor shall keep a register of the persons employed by him. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
29. 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.
30. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
31. 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.

SECTION IV**SCHEDULED OF RATES****1. Complete Installation of GUI:**

Installation of horizontal gas oil separator (GU-I) as per sketch 1 of OIL 1054, which includes cleaning of internals by opening manhole door, reassemble of manhole door ,installation/ fixing of all accessories such as safety valves, control valves, gate valves, drain lines, liquid level gauge, level controllers, inlet/outlet connections and all other associated jobs for complete installation of the item including grouting of foundation bolts and as directed by the site engineer for complete installation of the items.

2. Complete Installation of GU II:

Installation of horizontal gas oil separator (GU-II) as per sketch 1 of OIL 1054, which includes cleaning of internals by opening manhole door, reassemble of manhole door ,installation/ fixing of all accessories such as safety valves, control valves, gate valves, drain lines, liquid level gauge, level controllers, inlet/outlet connections and all other associated jobs for complete installation of the item including grouting of foundation bolts and as directed by the site engineer for complete installation of the items.

3. Complete Installation of Emulsion Treater:

Installation of Emulsion Treater as per sketch no. 15 of OIL 1054, which includes cleaning of internals by opening manhole door, reassemble of manhole door, installation/fixing of the accessories/connections on the body of the unit such as burner assembly, flame arrestor, temperature /pressure gauges, pilot & main fuel system including laying of the fuel gas line from the main fuel header, chimney, control systems, drain valves, safety valves and all other loose items /accessories of the equipment including grouting of foundation bolts for complete installation of the unit and to be completed to the satisfaction of site engineer.

4. Complete Installation of Indirect Heater:

Installation of indirect heater as per sketch 14 of OIL/1054 which includes cleaning of internals by opening manhole door, reassemble of manhole door, installation/ fixing of all accessories/ connections such as inlet and outlet manifold, burner assembly, flame arrestor, temperature/ pressure gauge, pilot fuel assembly and all other associated jobs including laying of fuel gas line from the main header, erection of chimney, grouting of foundation bolts for complete installation of the unit and to be completed to the satisfaction of the site engineer.

5. Complete Installation of FWDP:

Installation of electric motor (40 HP) driven formation water disposal pump which includes placement on foundation, alignment, grouting, installation of suction/delivery and bypass valves, fabrication and erection of suction and delivery manifolds of the pumps, hooking

up of the manifolds with formation water tanks and pumps, installation of all types of accessories on the body of the pump sets etc. as per instruction of site engineer.

6. Complete Installation of Chemical dosing pump:

Installation, erection, alignment, grouting and hooking up of electric Motor (0.5 hp) driven Chemical Dosing Pump Sets (one set consists of two pump and two motors) including laying of 12 mm /25mm OD suction and delivery lines (maximum 100 mtrs. in each set) and installation of all pipe fittings / valves etc. up to 25mm NB size as per instruction of OIL's site engineer. This item also includes supply and fabrication of one no. 200 Lts capacity chemical storage drums (made of MS sheet of appropriate thickness), supply and fabrication of platform for placement of the storage drum and also all associated piping jobs from the storage drums to the pump sets as directed by company Engineer. All materials for the storage drum and platform like MS plate, angle iron, gratings etc. will be supplied by the contractor.

7. Supply, erection and fabrication of ET shed:

Supply, fabrication and erection of ET shed as per drawing OIL/8189. The item includes supply of all materials, mechanical fabrication/erection and all associated civil engineering jobs like brick soiling, C.C flooring, cement plastering, cable trenches of any required sizes, drain around the shed as per direction of the Company's engineer. All materials like CGI sheet, M.S Plates, angle, structural pipes etc. will be supplied by the contractor and these materials should conform to IS specifications and should be of TATA/SAIL brand quality. The materials are to be offered to the Company's engineer for inspection along with all the documents before putting into use. All civil engineering materials such as soil, bricks, pebbles etc, are to be supplied by the contractor.

8. Supply, erection and fabrication of IH shed:

Ditto of the above item but for Indirect Heater (Drg. no. OIL/7330 5.4 m X 12 m)

9. Supply, erection and fabrication of FWDP Shed:

Ditto of the above item but FWDP Shed (Drg No OIL/1590)

10. Supply, erection and fabrication of Chemical dosing pump shed:

Ditto of the above item but General Utility Shed (Drg No OIL/PP/14)

11. Construction of R.C.C. foundation for ET :

Constructions of R.C.C foundations of (1:2:4) for ET as per the sketch OIL/3207 supplied at the time construction. All materials and labours required for construction will be supplied by the contractor. All R.C.C work grade M15 shall conform to IS 456-1978 and all TOR steel bars grade Fe415 shall conform to IS 1786-1979. Foundations drawings mentioned here are only indicative and may vary. Prior to casting the contractor will measure the dimensions of the equipment and carry out the jobs accordingly in consultation with the company's engineer. NOTE: Foundation drawings mentioned against here are only indicative and may vary. Prior to casting of the foundations, the contractor

will measure the dimensions of the equipment and carry out the jobs accordingly in consultation with OIL engineer.

12. Construction of P.C.C foundations for FWDP, Chemical dosing pumps:

Constructions of P.C.C foundations of (1:2:4) for FWDP, Chemical dosing pump etc. as per the sketch supplied at the time of construction. All materials and labours required for construction of foundation will be supplied by the contractor.

13. Lagging of ET:

Lagging of Emulsion treater with fibre glass wool and chicken wire net followed by aluminium jacket made out of 24 gauge aluminium sheet as per the directive of site engineer. All materials required such as fibre glass wool, aluminium sheet, wire net, screw etc. will have to be supplied by the contractor.

14. Lagging of IH:

Lagging of Indirect Heaters with fibre glass wool and chicken wire net followed by aluminium jacket made out of 24 gauge aluminium sheet as per the directive of site engineer. All materials required such as fibre glass wool, aluminium sheet, wire net, screw etc. will have to be supplied by the contractor.

15. Fabrication of Single leg Pipe support:

Supply, Fabrication, welding and erection of single leg pipe support with 100mm NB M.S pipes, including clamping of pipes up to 1.5mtr height as per the sketch no. OIL/PP/15. The job also includes grouting of the supports with 1:2:4 PCC having size 0.25(L) X 0.25(B) X 0.40m (Depth). The scraped pipes, bolts, nuts and clamps required will be supplied by the company. Other materials like base plates, grouting materials etc. will be arranged by the contractor.

16. Fabrication of Double leg Pipe support:

Ditto of above item but for double leg pipe support as per sketch no. OIL/PP/16

17. Fabrication of walkways:

Fabrication and erection of walkways and walkway platform with railings over the pipe/bunch of pipes shall be carried out as per sketch no. OIL/PP/17 supplied herewith. Company will supply only M.S. gratings required for the job if available. The contractor will provide necessary angle iron frame, railing pipes, M.S. gratings and all other materials as required. After fabrication / erection, the posts are to be grouted (1:2:4) as per directive of site engineer. All grouting materials will be supplied by the contractor.

18. Transportation of Pipes:

Transportation of pipes of various diameters ranging from 25 mm to 300 mm N.B bevel/screwed, pipe fittings such as elbows, tees, bends, reducers, flanges etc. of various sizes and valves (Gate/plug/ball/check/control) various sizes from different pipe yards of new and old industrial areas, including loading and unloading with the help of approved pipe trailers / crane without causing any damage to the pipe/pipe ends.

19. Transportation of pipe fittings:

Transportation of various types of accessories equipments such as different sizes of valves (gate/plug/ball/check/Control valves etc), Pipe Fittings such as elbow, bend, flange, reducers etc. of various sizes ranging from 15 mm to 300 mm, smaller size MS/GI pipes up to 25 mm NB, M.S. Gratings, various Pumps, Jingle wire fence, C-panel and all other related accessories from project go-downs at PP office / New and old Industrial area / Project go-down near OCS-3 to work site in a truck/trailer including loading & unloading at go-down/site. (Minimum load per trip to be considered: 8 tonnes).

20. Welding of pipes:

Handling, aligning, swabbing/purring, and welding of bevel ended pipes on above ground/ overhead/ elevated position for making connections network to various equipments .This job also includes preparing of pipe ends with angle cutting torch, grinding, removing ovality through jacks etc. welding should be as per API 1104 with requisite number of runs. Size 200 mm NB dia.

- 21.Ditto as above item but for size 150 mm NB
- 22.Ditto as above item but for size 100 mm NB
- 23.Ditto as above item but for size 75 mm NB.
- 24.Ditto as above item but for size 50 mm NB.
- 25.Ditto as above item but for size 25 mm NB and less.

26. Handling, aligning and installation of flanged valves:

Handling, aligning and installation of flanged valves like control/gate/check/ball/plug valves etc. of size 150mm NB/200mm NB on pipelines over ground/overhead etc. at all elevations wherever required with proper gaskets, nuts & bolts in both sides as per instruction of the site engineer. Nut, Bolts and gaskets will be supplied by the company. The contractor shall supply the machine, manpower and consumable including electrodes, grinding discs etc. as necessary for the job. Welding should be as per API 1104 with appropriate electrodes.

- 27. Ditto as above item but for size 75/100 mm NB
- 28. Ditto as above item but for size 50 mm NB and below

29. HOOKING UP OF TWO WELDED FLANGES WITH NUTS, BOLTS AND GASKETS

Hooking up of companion weld neck type flanges on pipeline above ground/underground/ overhead as required complete with gasket, studs and nuts (supplied by Company) as per directive of the company's engineer/representative after proper alignment and without any strain on the line. All the above jobs shall be carried out by the contractor as per directive and satisfaction of the site Engineer Size: 150mm/200mm.

- 30. Ditto as above item but for size 100/50 mm NB
- 32. Ditto as above item but for size 25 mm NB and below

33. INSTALLATION OF SCREWED TYPE GATE / BALL / PLUG / GLOBE / CHECK VALVE

Handling , aligning and Installation of screwed type valves like gate/Check/Plug/Ball etc. of the following sizes with the screwed piping network laid on ground / above ground / underground at all elevation where ever required with proper cleaning of thread in both ends including application of thread dope as per the instruction of site engineer. No tension on lines on either side of the valves will be allowed. Size of the S&C valve - 100 mm NB dia.

34. Ditto as above item but for size 75/50 mm NB

35. Ditto as above item but for size 25 mm NB and below

35. Handling, aligning, swabbing/purging, screwing and laying of screwed pipelines:

Handling, aligning, swabbing/purging, screwing and laying of screwed pipelines on above ground/overhead/at all elevations including aligning the pipelines to correct level, plumb for proper connection to the various equipment like pressure vessels, tanks, pumps, manifold, indirect heaters, meter runs etc. as per instruction of Company Engineer. Before screwing, thread should be cleaned with brush and thread dope to be applied. Laying of lines will also include fixing of various online pipe fittings such as nipples, bend, elbow, flange, tee etc. as necessary. Also threaded nipples (NPT) which might be required for completion of the pipe length are required to be made by the contractor as per site requirement. Size - 100 mm NB.

36. Ditto as above item but for size 75/50 mm NB

37. Ditto as above item but for size 25 mm NB and below

38. FABRICATION OF WELDED MITRE BEND, STANDARD BEVEL ENDED TEE / REDUCER /BULL PLUG:

Fabrication of welded mitre bend, standard bevel ended Tee/Reducer/Bull plug as per ANSI B31.4 / ANSI B31.8 and API 1104/1108. For the mitre bend to obtain gradual and smooth curvature which shall have at least 4 nos. (for 100mmNB to 150mm NB) and 5 nos. (for 200mmNB to 250mm NB) of weld joints between the straight portion of the bend. While fabrication of Tee, the 3 ends of straight portion should be minimum 300mm with bevel ends from the saddle. Any repair if necessary shall be done by the contractor at his own cost. The job will be quantified as per unit length of welding measured in centimetre.

39. Hydraulic testing:

Hydraulic testing of the newly installed vessels such GUI, GUII, ET, Indirect heater, manifold inclusive of pipelines and fittings etc. All necessary equipment/ materials for hydraulic testing such as Pump, Valves, fittings, Pressure Gauge will be arranged by the contractor. Only Pressure Recorder & source of water will be arranged by the Company but arrangement for water filling is Contractor's responsibility. Hydraulic testing of the separator/pipeline will be done as per the designed pressure of the separator/pipeline for a period of 24 hrs. In case of failure due to contractor's fault, rectification job & hydraulic testing shall be done at contractor's cost.

40. Construction of Drains:

Construction of drain around the various areas of the installation such as manifold area, separator area, tank area, CODP area as and when necessary and as per directive of the site Engineer. The item includes supply of materials, construction, plastering and connection of the newly constructed drains with the drainage network of the installation by maintaining a proper gradient.

41. Construction of CC MATTRESS:

Construction of 75 mm thick CC mattress (1:3:6). The job includes grading, ramming, laying of a brick layer at different places as per directive of site engineer and then construction of 75 mm thick C.C mattress. Before brick soling, earth will be consolidated by proper ramming. All materials required for the job will be supplied by the contractor.

42. Supply of Earth:

Supply of earth at site as per direction of the site engineer. The material is then to be spread and rammed at various locations.

43. Road crossing through casing pipes:

Crossing of roads by open trenching through casing pipe. The job involves cutting across gravelled/asphalted road to a depth of 1.6 m, placement of suitable casing pipe and laying of pipeline of various sizes through the casing pipe in the trench with necessary centralizers and end caps. The casing pipe will be supplied by OIL. All other materials will be supplied by the contractor. The trench will then be back filled and rammed properly by gravel, stones etc.

44. Mobilization and Demobilization charges

Complete mobilization of the contractor's men, materials, equipments, tools & tackles and any other items necessary for carrying of the job, to the worksite. The item also includes the demobilization of the same after completion of the works including clearing/cleaning of the site etc.

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

SUB: SAFETY MEASURES

Description of work/service:

Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-

contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

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

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

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

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

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

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

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

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

shall be submitted monthly.

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

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

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

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

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

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

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

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

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of services for installation and commissioning of wet crude handling facility in the present setup of Barekuri QPS..** 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 credibility 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:

PROFORMA - I
BID FORM

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

Sub: IFB No. : **CDI5230P15**

Dear Sir,

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

We undertake, if our Bid is accepted, to commence the work within _____days calculated from the date of issue of Company's LOA.

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

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

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

Dated this _____ day of _____ 2014.

Signature and seal of the Bidder : _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – II**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 tender 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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI5230P15.**

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 2014.

THE CONDITIONS of these obligations are:

(1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or

(2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:

(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or

(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

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

** Date of expiry of Bank Guarantee should be valid for minimum 210 days from the date of Technical Bid opening.

ANNEXURE- I

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

Name :

FULL Address :

Phone Number :

Mobile Number :

E-mail address :

Fax Number :

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

Bank Name :

Branch :

Address of the Bank :

Bank Code :

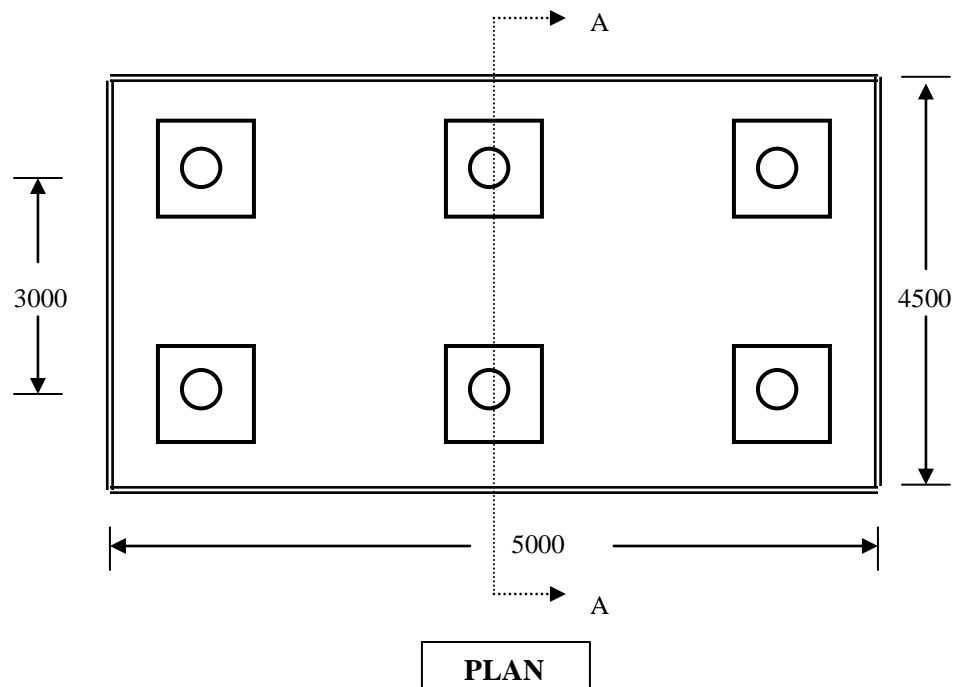
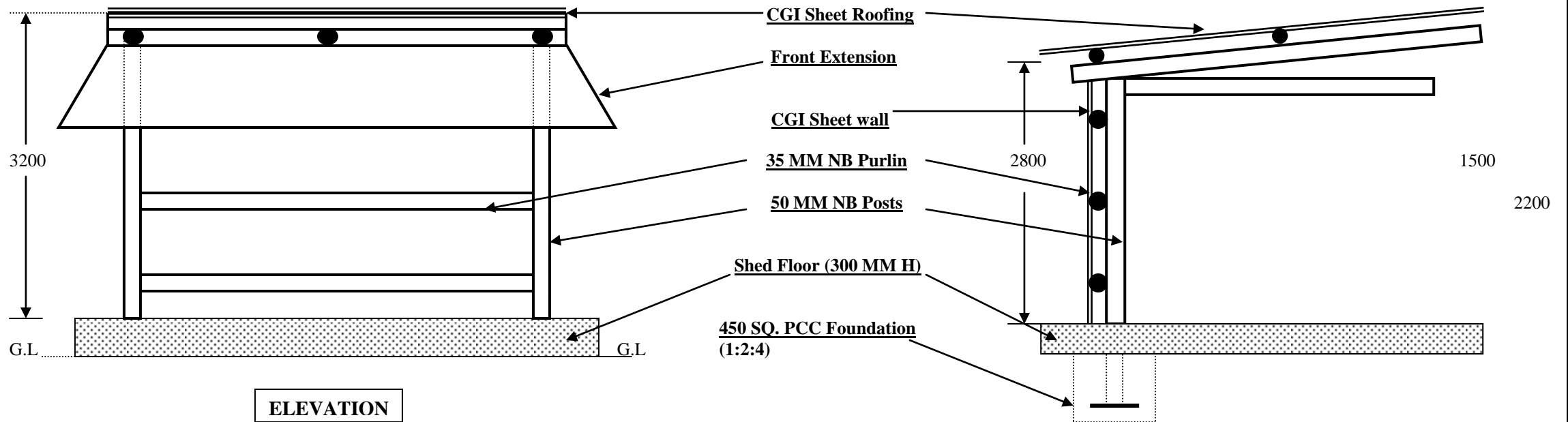
IFSC/RTGS Code of the Bank :

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number :

Signature of Vendor with Official Seal



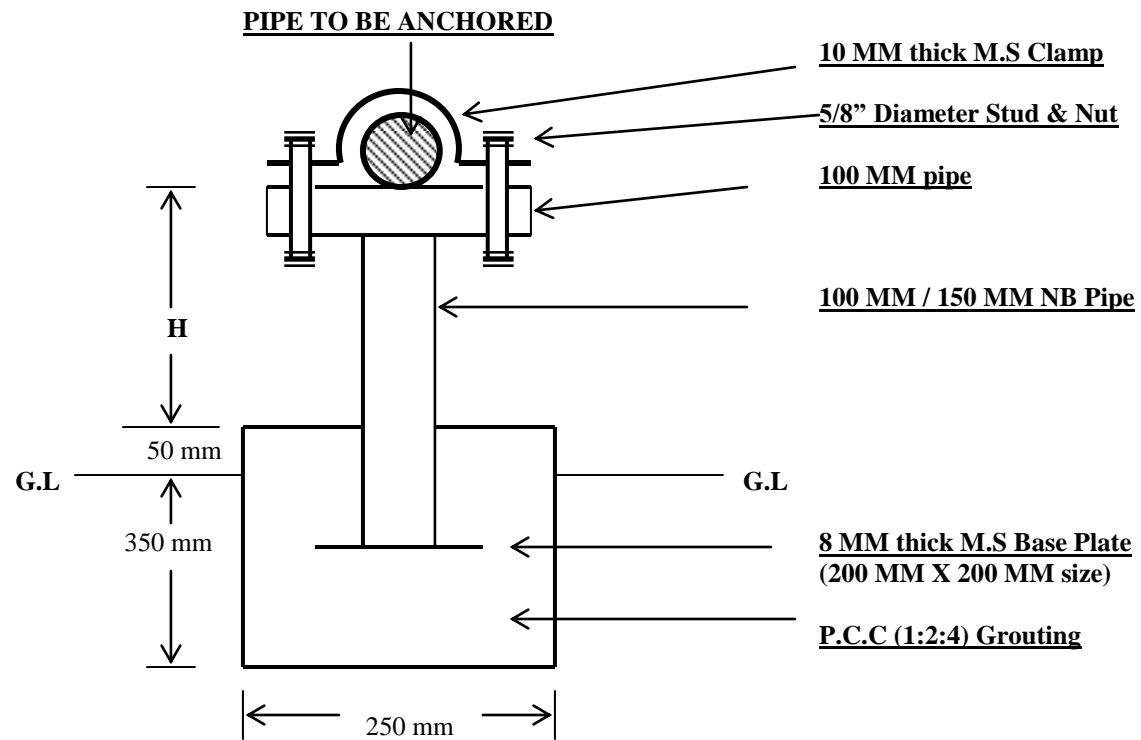
NOTE :

- 1.0 All dimensions are in MM unless otherwise specified.
- 2.0 Schematic sketch for general guidance only. Does not conform to scale.
- 3.0 All posts are to be made of 50 MM (2") NB pipes of IS standard.
- 4.0 The roof structures, side purlins and other structural members will be made of 35 MM (1.5") NB pipes of IS standard.
- 5.0 The roof, front extension and all sides except the front will be covered with 22 gauge C.G.I sheet of TATA / SAIL brand.
- 6.0 Floor shall be made of brick soling and PCC (1:2:4) for 300 MM height.
- 7.0 Drain of standard depth and width shall be constructed around the shed.
- 8.0 Cable trench of required length (to be advised at the time of construction) shall be constructed as per drawing no. BHOGPARA 004

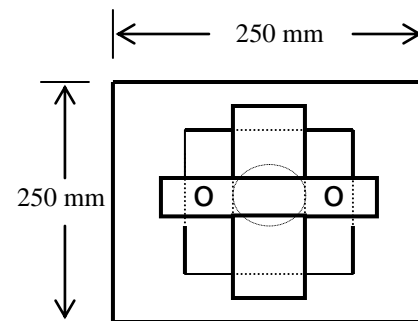
SKETCH NO : OIL / PP / 14

TITLE : GENERAL UTILITY SHED

APPROVED BY:



ELEVATION



PLAN

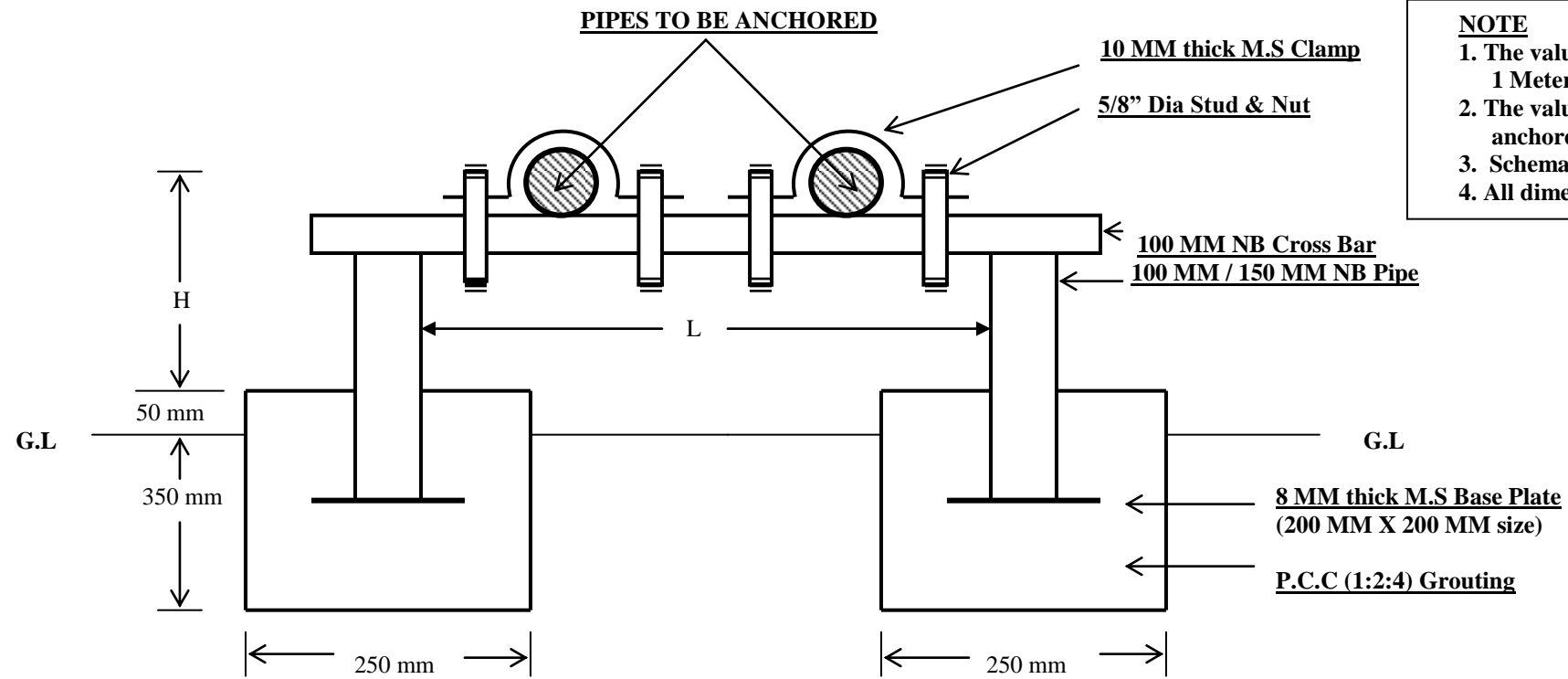
NOTE

1. The value of 'H' will vary in between 0.1 Meter to 1 Meter.
2. Schematic sketch only. Does not conform to scale
3. All dimension are in MM.

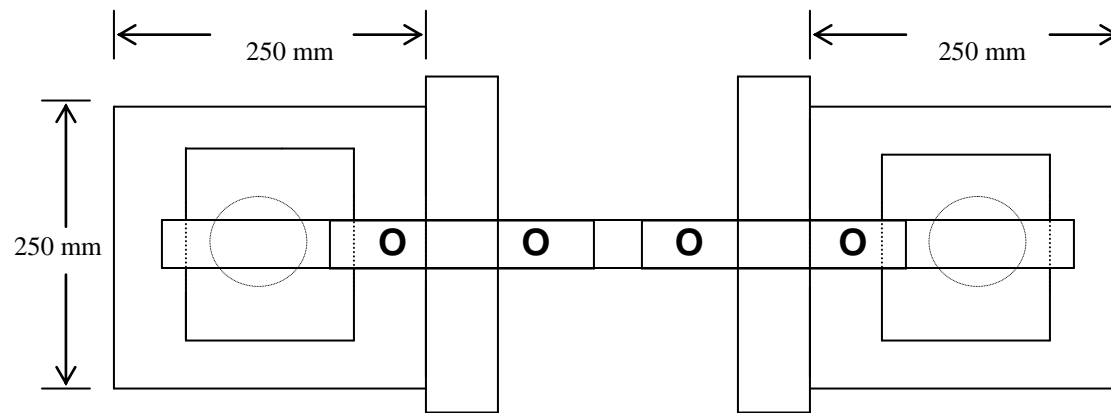
SKETCH NO. : OIL / PP / 15

TITLE : SINGLE LEGGED PIPE SUPPORT

APPROVED BY :



ELEVATION



PLAN

NOTE

1. The value of 'H' will vary in between 0.1 Meter to 1 Meter.
2. The value of L depends on number of pipes to be anchored
3. Schematic sketch only. Does not conform to scale
4. All dimension are in MM.

SKETCH NO. : OIL / PP / 16

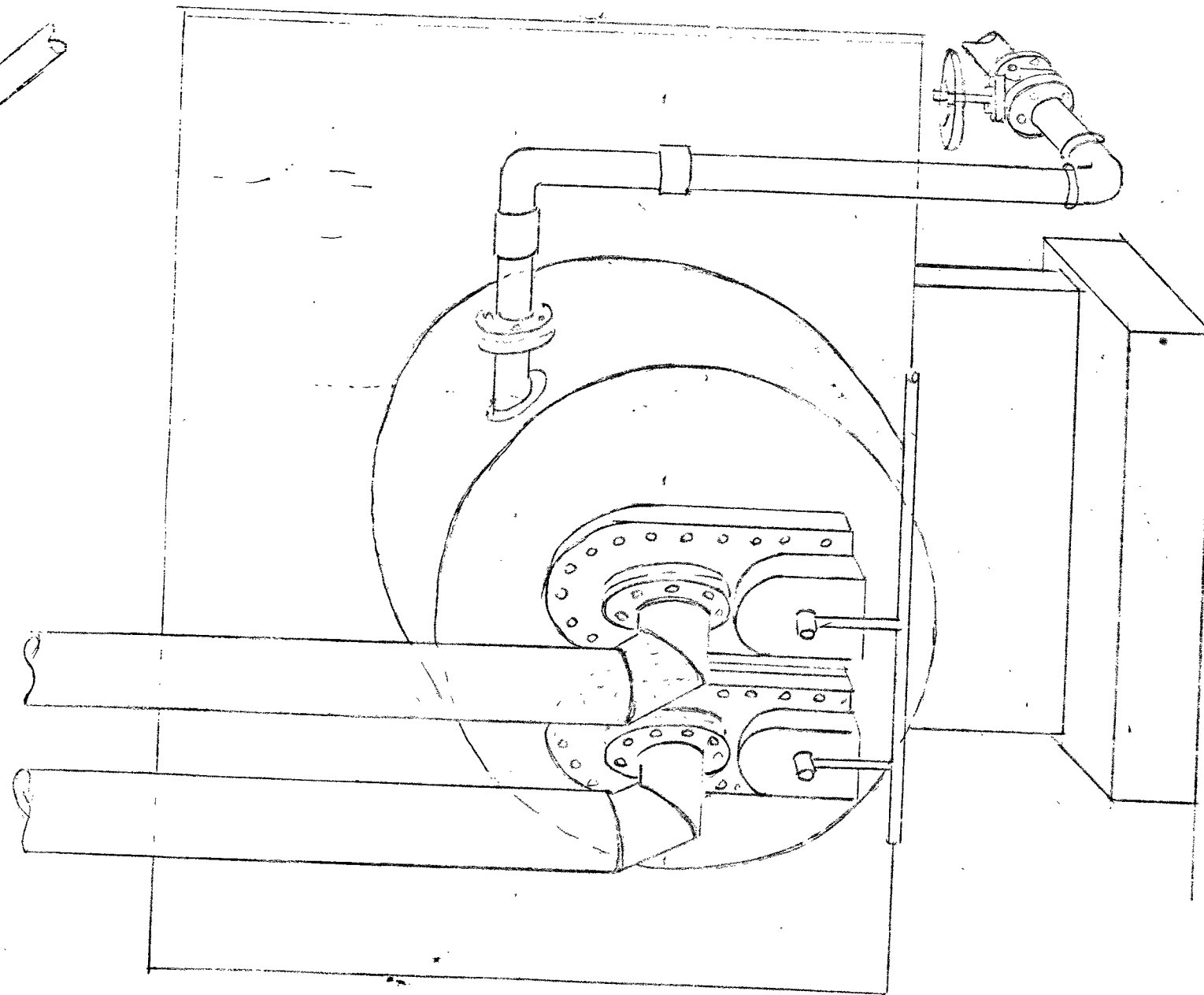
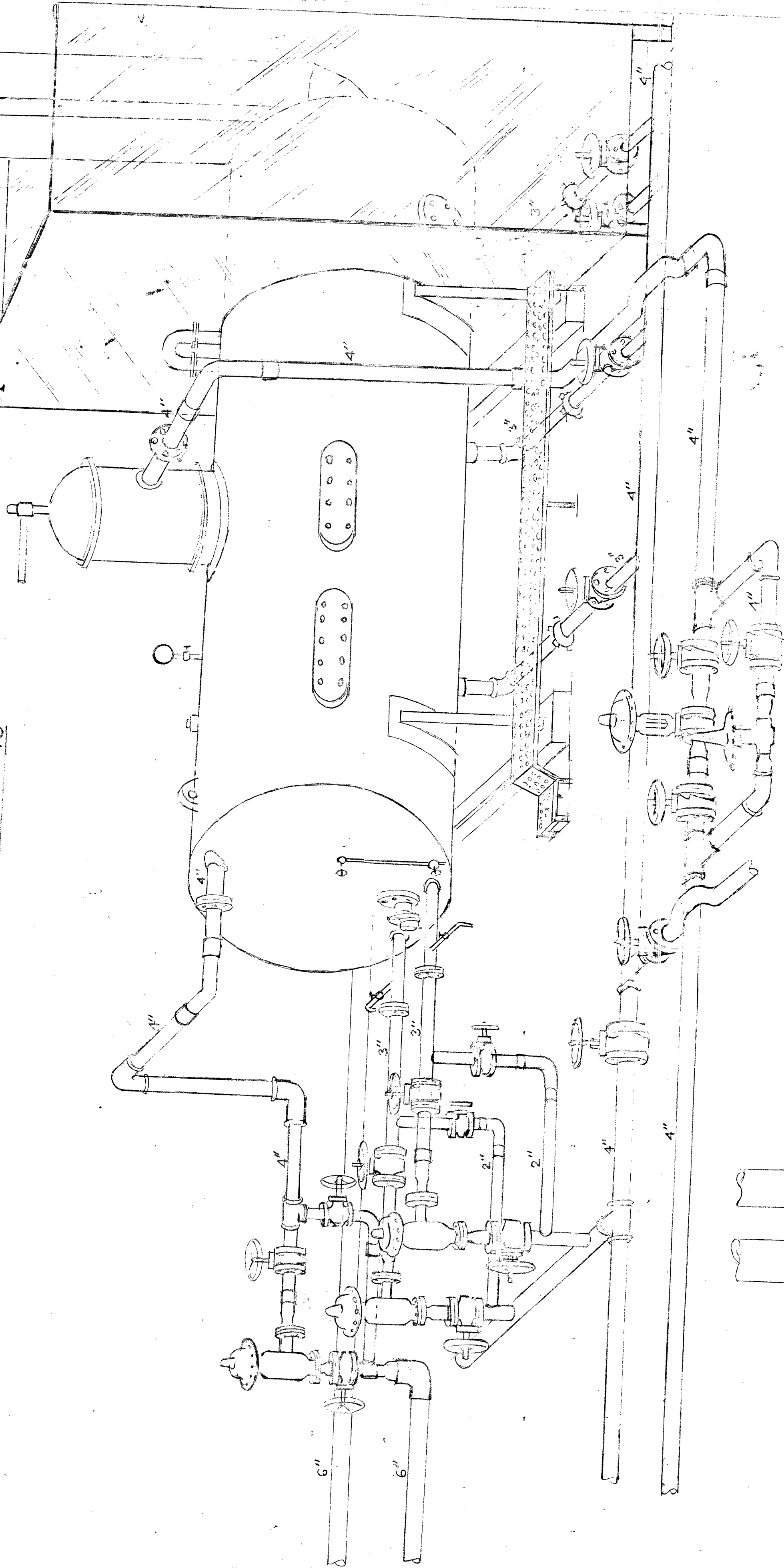
TITLE : DOUBLE LEGGED PIPE SUPPORT

APPROVED BY :

ALL DIMENSIONS ARE IN MILLIMETRE

SKETCH NO 15

ASBESTOS PARTITION



SHEET NO. 15 OF 22

OIL INDIA LIMITED
DULIAJAN

P. DRG. NO OIL '1054

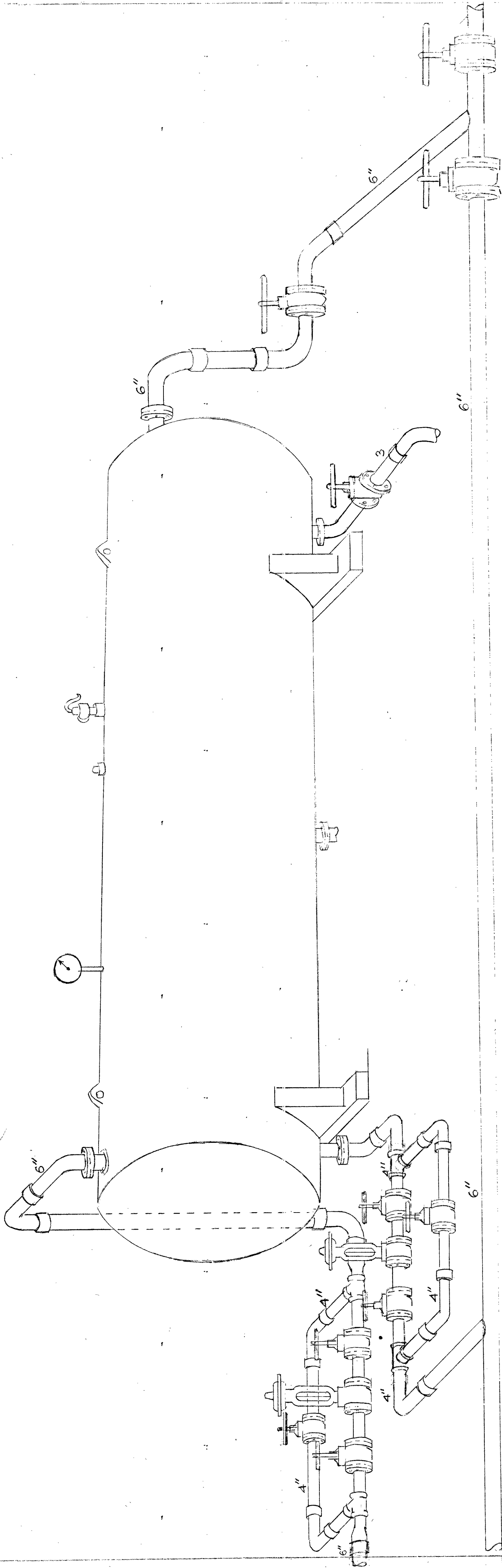
DATE 27.9.35

F. TREATER

INSTALLATIONS IN O.C.S. COMPLEX

DRAWN BY: [Signature]
CHECKED BY: [Signature]

SKETCH NO 1



G.U. 1

SHEET NO 1 OF 22

OIL INDIA LIMITED
DULIAJAN

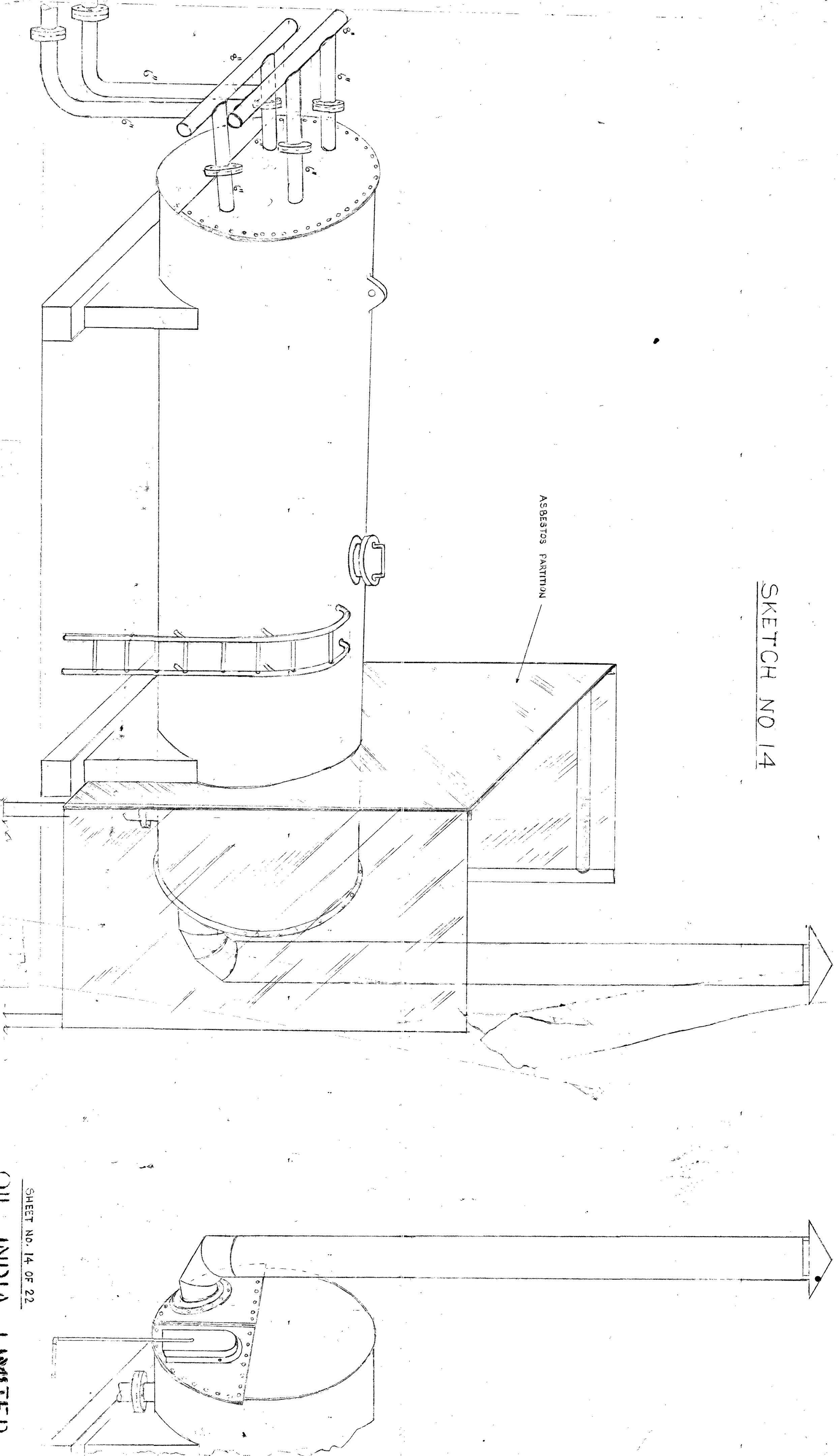
P. DRG. NO OIL/1054 DATE 27.9.83

DRAWN BY 38/83
CHECKED BY 4/83

INSTALLATIONS IN O.C.S. COMPLEX

SKETCH NO 14

ASBESTOS PARTITION



INDIRECT HEATER
INSTALLATIONS IN I.O.C.S. COMPLEX

SHEET NO. 14 OF 22

OIL INDIA LIMITED
DULAIJAN

P. DRG. NO OIL/1054 DATE: 27.9.83

DESIGNED BY: K. K. K. K.

ENLGD. SEC. ON B-B
10 Ø M.S. BARS @ 200 $\frac{1}{2}$ " BOTH WAYS
75 TK. LEAN CONC. (1:4:8)

SECL. ELEVATION ON - A-A
10 Ø M.S. BARS @ 200 $\frac{1}{2}$ " BOTH WAYS
200 TK. R.C.C. (1:2:4)

- NOTES:-
1. ALL CONC. WORK SHALL CONFORM TO IS: 456-1978
 2. 25 mm CLEAR COVER TO TOP & BOTTOM OF REINFORCEMENT
 3. 550 LAP LENGTH FOR M.S. BARS

FOUNDATION DETAILS OF 2000 O.D. X 9250 LG.
SHELL EMULSION TREATER

REF. DRG.
FOR DETAIL OF VESSEL, REF. DRG. NO. 04/581/A

COUNTERSIGNED BY
3207
OH. INDIA LTD.
DURAIJAN
SR. NO. OIL/3297
DATE 28.8.84, SCALE 1:100
DRAWN BY: CH
CHECKED BY: CH
APPROVED BY: CH

ALL DIMENSIONS ARE IN MILLIMETRES

PLAN
LB