

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

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-Procurement Portal <https://etender.srm.oilindia.in/irj/portal> for the following services under **single stage two bid system**.

IFB No. / Document Cost	Service Requirements	Sale of Bid Document / Earnest Money / Bid Closing / Opening Date & Time
CDI5653P15 Rs. 2000.00	REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.	18.12.2014 TO 20.01.2015 / Rs. 24,900.00 / 27.01.2015 (11:00 Hrs / 14:00 Hrs)
<p>For participation, the interested Bidder(s) should submit / send application along with the requisite Cost of Bid Document (Non-Transferable and non-refundable by way of Demand Draft / Banker's Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan) to reach the following address within the period of sale (inclusive both the days i.e. start date & end date) of Bid document:</p> <p style="text-align: center;">Head-Contracts, Contracts Department, Oil India Limited, DULIAJAN, DISTRICT:DIBRUGARH, PIN- 786 602 (ASSAM)</p> <p><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>In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:</p> <p style="text-align: center;">Application & Tender Fees, IFB No.: CDI5653P15</p> <p><u>Description of Services:</u> REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.</p> <p>On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail at the e-mail address provided along with request for Bid documents) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical Bid 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. The details of the IFB can be viewed using "Guest Login" provided in the E-Procurement Portal provided through OIL's website (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>		

SALIENT ELIGIBILITY CRITERIA:**A) TECHNICAL**

1.2.1 The bidder shall have experience in successfully completing SIMILAR nature of job(s) of following magnitude during the last 7(seven) years ending last day of month previous to the one in which applications are invited in Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Upstream E&P companies showing:

- i) One single contract of minimum value of Rs.39,76,800.00 (Rupees thirty nine lakh seventy six thousand eight hundred) only.

OR

- ii) Two single contracts of minimum value of Rs. 24,85,500.00 (Rupees twenty four lakh eighty five thousand five hundred only) each .

OR

- iii) Three single contracts of minimum value of Rs.19,88,400.00 (Rupees nineteen lakh eighty eight thousand four hundred only) each.

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

- 1) Experience in installation/ operation/ maintenance of Mechanical Equipment's,

OR

- 2) Original Equipment manufacturers/ Pump Dealers who have executed order(s) of supplying any of the above make of pumps.

1.2.2 The bidder should have an average annual turnover during the last three years ending 31.03.2014 at least of Rs. 14,91,300.00 (Rupees fourteen lakh ninety one thousand three hundred) only.

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer **Note-1** below) in support of requisite experience and annual 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)** Profit and Loss account.

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

- (i) Contract document showing details of work,

AND

- (ii) Completion Certificate issued by Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Upstream E&P companies showing:

- (a) Gross value of job done .
(b) Nature of job done and contract no.
(c) Contract period and date of completion.

Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (Note: Important Points for online Payment can be viewed at Oil India's website at url: http://oil-india.com/pdf/ETenderNotification.pdf).
The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oilindia.com).
The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.
In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (Note: 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.)

DATE: 15.12.2014**HEAD- CONTRACTS**
FOR RESIDENT CHIEF EXECUTIVE

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

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

DESCRIPTION OF WORK/ SERVICE:

REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.

LOCATION : Assam Field

CONTRACT PERIOD : 2 years and Extendable by another 1(one) year at same rate, terms and condition of the contract as per discretion of the Company.

BID SECURITY : **Rs. 24,900.00** (RUPEES Twenty four Thousand Nine hundred ONLY)

BID CLOSING/ OPENING DATE & TIME : **27.01.2015 (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 @ **2.5% 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~~ [Not Applicable for this Contract]

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: reagarwal@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

Incoterms

Status and Statistics

Created On

Created By

Last Processed On

Last Processed By

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

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

Edit RFX Response:

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

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

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

▼ Notes

Add ▲ Clear

Assigned To	Category	Text Preview

▼ Attachments

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

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

BID ON “EDIT” MODE

Area for uploading Un-Priced Techno-Commercial Bid*

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. CDI5653P15
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**~~ [Not applicable for this Tender]
- j) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by 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 in successfully completing SIMILAR nature of job(s) of following magnitude during during the last 7(seven) years ending last day of month previous to the one in which applications are invited in Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Upstream E&P companies showing:

- i) One single contract of minimum value of Rs.39,76,800.00 (Rupees thirty nine lakh seventy six thousand eight hundreded) only.
OR
- ii) Two single contracts of minimum value of Rs. 24,85,500.00 (Rupees twenty four lakh eighty five thousand five hundred only) each .
OR
- iii) Three single contracts of minimum value of Rs.19,88,400.00 (Rupees nineteen lakh eighty eight thousand four hundred only) each.

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

- 1) Experience in installation/ operation/ maintenance of Mechanical Equipments,
OR
- 2) Original Equipment manufacturers/ Pump Dealers who have executed order(s) of supplying any of the above make of pumps.

1.2.2 The bidder should have an average annual turnover during the last three years ending 31.03.2014 at least of Rs. 14,91,300.00 (Rupees fourteen lakh ninety one thousand three hundred) only.

1.2.3 Bid will be rejected if not accompanied with adequate documentary proof (Refer **Note-1** below) in support of requisite experience and annual 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)** Profit and Loss account.

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

(i) Contract document showing details of work,

AND

(ii) Completion Certificate issued by Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise/ Upstream E&P companies showing:

(a) Gross value of job done .

(b) Nature of job done and contract no.

(c) Contract period and date of completion.

B) 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

C) 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 technical 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 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:-

REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.

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 **2(two) years** 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: REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.

Item No.	Description of Services	UOM	Estimated Quantity
10	<p><u>Schedule Minor Maintenance per Pump:</u> The pumps will be inspected as per directive of installation Manager/Section Engineer depending upon the condition. The maintenance process of the pumps will include Checking of noise & vibration, Checking of the alignment of the pump set, Replacement of Gland packing/ stuffing box packing, Gaskets etc including worn-out, Lubrication/ greasing of bearing at delivery and non delivery end, Alignment of pump & skid, Checking and Tightening of all fasteners, Rectification of leakage in suction & delivery lines if required, Checking the sealing, cooling and process relaxation piping for leakage and blockage. Checking the wear on the balancing disc and balancing ring by wear indicator, Checking and rectification of pump rotation freeness. Replacement of pump motor coupler flanges if required, Replacement/ refitting of DE and NDE bearings if required etc. Test run for 1 (one) hour to the satisfaction of Installation Manager. Recoding of Current drawn, Pressure, Voltage etc.</p>	JOB	1,200
20	<p><u>Overhauling Jobs (including Breakdown Maintenance, if any):</u> The pumps will be taken for overhauling as per the requirement specified by the Installation Manager/Section Engineer. This will include breakdown maintenance of the pump, if any. Overhauling jobs will include but not limited to the following: To disconnect suction and delivery connection. To disconnect cooling water, sealing water connection and other accessories. To remove the pump from the base plate and place the pump on a plain table or platform and dismantle it completely. To clean the dismantled parts of the pumps thoroughly and inspect the same for any defect. To rectify any defects of foundation. Greasing/ cleaning of mounting bolts and nuts to prevent rust. Proper identification of defecting parts. Replacement of damaged/ defective parts. Reassembling of the pump Alignment of the pump with motor. Hooking up of suction and delivery connection. Hooking up of cooling water line, sealing water connection and other accessories. Test Run to the satisfaction of Installation Manager. Recoding of Current drawn, Pressure, Voltage etc.</p>	JOB	200
30	<p><u>Resiting/ Installation of Existing Pumps/ New Pumps:</u> Resiting/ installation of existing pumps/ new pumps , Installation of the pump and motor on the foundation, Alignment of pump and motor, Fabrication and hooking up of suction and delivery lines including valves, flanges etc.(supplied by OIL) with the existing manifold, Connection of pump cooling system etc., Test run for 1 (one) hour to the satisfaction of the Installation Manager of the installation and Recoding of Current drawn, Pressure, Voltage etc.Any minor repairing of foundation has to be carried out by the contractor.</p>	NO	40
40	<p><u>Repairing of Middle Body:</u> Repairing of damaged Middle Body of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.</p>	NO	25
50	<p><u>Repairing of Suction Cover:</u> Repairing of damaged Suction Cover of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation</p>	NO	20

	Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.		
60	<u>Repairing of Delivery Cover:</u> Repairing of damaged Delivery Cover of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.	No	5
70	<u>Repairing of Bearing Housing:</u> Repairing of damaged Bearing Housing of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.	No	5
80	<u>Repairing of Bearing End Cover:</u> Repairing of damaged Bearing End Cover of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.	No	10
90	<u>Repairing of Shaft:</u> Repairing of damaged Shaft of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.	NO	20
100	<u>Repairing of Stuffing Box Cover:</u> Repairing of damaged Stuffing Box Cover of the pump by the contractor. The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.	NO	15
110	<u>Foundation of Pump and Motor</u> Foundation for pump and motor The job involves making of new foundation for pump and motor.	Cubic Meter	40

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

SPECIAL TERMS & CONDITIONS

A. WORK ORDER:

Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for labour clearance with in 15 days of signing the contract to the concern authority and on receipt of the same the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.

B. SCOPE OF WORK:

1.0: REPAIRING/MAINTAENANCE OF ALL THE SINGLE STAGE/ MULTISTAGE CENTRIFUGAL PUMPS OF PRODUCTION (OIL) DEPT.:

1.1 The maintenance service schedule for a particular pump will start from the date of initial overhauling. The jobs include the following:

- a) To disconnect suction and delivery connection.
- b) To disconnect cooling water, sealing water connection and other accessories.
- c) To remove the pump from the base plate and place the pump on a plain table or platform and dismantling it completely.
- d) To clean the dismantled parts of the pumps thoroughly and inspect the same for any defect.
- e) Greasing/cleaning of mounting bolts and nuts to prevent rust
- f) To rectify any defects of foundation
- g) To replace the corroded foundation bolt by extracting and regrouting.
- h) Anti Rust Coating on allowed and required area
- i) Proper identification of defecting parts.
- j) Replacement of damaged/ defecting parts
- k) Reassembling of the pump and painting
- l) To rectify any defects of skid
- m) Alignment of the pump with motor
- n) Hooking up of suction and delivery connection
- o) Hooking up of cooling water line, sealing water connection and other accessories
- p) Fabrication and fitting of guards for moving parts of motor and pump coupler flanges.
- q) Cleaning/ repairing of drainage line for leaking water.
- r) Test Run for 1 hour to the satisfaction of Installation Manager
- s) Recoding of Current drawn, Pressure, Voltage etc.

1.2 SCHEDULE MINOR MAINTAINANCE PER PUMP:

The pumps will be inspected as per the directive of Installation Manager depending upon the condition .The maintenance process of the pumps will include followings:

- a) Checking of noise & vibration
- b) Checking of the alignment of the pump set
- c) Replacement of Gland packing/ stuffing box packing, Gaskets etc.
- d) Lubrication/ greasing of bearing at delivery and non delivery end
- e) Alignment of skid with the suction and delivery line so that there is no extra tension in the pump and the piping.

- f) Checking and tightening of all fasteners
- g) Rectification of leakage in suction & delivery lines if required,
- h) Checking the sealing, cooling and process relaxation piping for leakage and blockage.
- i) Checking the wear on the balancing disc and balancing ring by wear indicator
- j) Checking of pump rotation freeness
- k) Replacement of pump motor coupler flange if required
- l) Replacement/ refitting of DE and NDE bearing if required. Test run for 1 hr to the satisfaction of the Installation Manager. Recording of current drawn, Pressure, voltage etc.
- m) Test Run for 1 hour to the satisfaction of Installation Manager
- n) Recoding of Current drawn, Pressure, Voltage etc.

1.3 OVER HAULING JOBS (INCLUDING BREAKDOWN MAINTENANCE, IF ANY):

The pumps will be taken for overhauling as per the requirement specified by the Installation Manager/Section Engineer. This will include breakdown maintenance of the pump, if any. Overhauling jobs will include but not limited to the following:

- a) To disconnect suction and delivery connection.
- b) To disconnect cooling water, sealing water connection and other accessories.
- c) To remove the pump from the base plate and place the pump on a plain table or platform and dismantle it completely.
- d) To clean the dismantled parts of the pumps thoroughly and inspect the same for any defect.
- e) Proper identification of defecting parts.
- f) Replacement of damaged/ defecting parts
- g) Reassembling of the pump
- h) To rectify any defects of foundation.
- i) Greasing/ cleaning of mounting bolts and nuts to prevent rust.
- j) Alignment of the pump with motor
- k) Hooking up of suction and delivery connection
- l) Hooking up of cooling water line, sealing water connection and other accessories
- m) Test Run for 1 Hour to the satisfaction of Installation Manager
- n) Recording of Current drawn, Pressure, Voltage etc.

1.4 (A) RESITING/ INSTALLATION OF EXISTING PUMPS/ NEW PUMPS:

This includes the following jobs:

- a) Installation of the pump and motor on the foundation.
- b) Grouting of base plate of the pump with the foundation bolts.
- c) Alignment of pump and motor.
- d) Fabrication of suction and delivery line and hook up the same with the pump manifold. This includes hooking up of valves, flanges etc. (supplied by OIL) with the existing manifold.
- e) Connections of pump cooling system, water-cooling line and other accessories.
- f) Test run for 1 hour to the satisfaction of the Installation Manager of the installation.
- g) Recoding of Current drawn, Pressure, Voltage etc.
- h) Minor repairing of the foundation.

1.4 (B) FOUNDATION OF PUMP AND MOTOR :

This includes the following jobs:

- a) Making of new PCC foundation(1:2:3)/ major repairing of existing foundation for pump and motor.
- b) The foundation has to made as per the foundation drawing/directive given by Installation Manager/Section Engineer.
- c)All materials required for the job will have to be supplied by the contractor.
- d)All the jobs related to making of PCC foundation will be at the scope of contractor.

1.5 REPAIRING OF VARIOUS PUMP'S PARTS/ COMPONENTS:

This includes repairing various pump's parts/ components like Middle body, Suction Cover, Delivery Cover, Bearing Housing, Bearing end Cover, Shaft, Stuffing Box etc.

The contractor may take the part to his workshop if required with due consent of the Installation Manager. The responsibility of transferring the part to and from the workshop shall lie on the contractor.

1.6 SUPPLY OF EMERGENCY SPARES:

Spares required for carrying out the servicing job shall be provided by OIL. In case OIL fails to provide the necessary spare the contractor should provide the same from the OEM. For replacement of any parts of a pump the concern Installation Manager have to certify and the contractor must have to submit purchase document from OEM. For this OIL will pay the actual cost of the material.

1.7 Special Notes on Terms of Reference:

1.7.1 For carrying out servicing of the pumps the contractor shall engage minimum 3 (three) maintenance gangs consisting of the following minimum crews per gang:

- a) Technician:1 No.
- b) Tradesman: 2 Nos.

1.7.2 Minimum total manpower to be engaged by the contractor for the job is as under:

- a) Manager cum Co-ordinator: 1(one) no.
- b) Technician:3 (three) Nos.
- c) Tradesman: 6 (six) Nos.

Total: 10 Nos.

1.7.3 The bidder has to submit the bio-data of all the persons of the 3 (three) gangs who will be employed for the job along with the bid. The requisite qualification & experience of the persons to be deployed are as under:

A. Manager cum Co-ordinator:

Number of Personnel: 1(one)

Qualification: The incumbent must be an Engineering Diploma Holder/ a science graduate.

Minimum Experience: Minimum 3 (three) years experience in maintenance of pumps including multistage centrifugal pumps. The manager shall be adequately competent to coordinate with the Company and other external agencies for successful job execution.

B. Technician:

Number of Personnel: 3 (three)

Qualification Experience:

- i) ITI certificate holder with minimum of 3 (three) years experience in maintenance of pumps including multistage centrifugal pumps,
- OR
- ii) HSSLC pass with minimum 3 (three) years of experience in maintenance of pumps including multistage centrifugal pumps,
- OR
- iii) HSLC pass with minimum 5 (five) years of experience in maintenance of pumps including multistage centrifugal pumps,

C. Tradesman:

Minimum number of Personnel: 6 (six)

Qualification: Up to Class-VII

Minimum Experience: Minimum of 1 (one) year experience in maintenance of any mechanical equipment.

1.7.4 The Contractor's representative shall report daily at the office of Engineer-in-charge, Contract Section, Production (Oil) Department for allocation of jobs.

1.7.5 The contractor must setup an establishment at Duliajan headed by the coordinator and must have a land line telephone and/ or a cell phone.

1.7.6 The contractor must have adequate nos. of standard tools, tackles and jigs along with vibration analyzer, Dial Gauge, Level gauge, Gland packing remover and inserter, bearing and impeller puller, Torque wrenches, bearing fitting kit etc. for servicing/ repairing of the pumps. OIL Engineer shall inspect the tools before commencement of contract.

1.7.7 The contractor shall be well equipped with manpower, conveyance, tools and tackles and necessary spares etc. to provide service at 3 (three) different locations simultaneously in a day.

1.7.8 The responsibility of providing transportation to and fro worksite as well as food and refreshment for the maintenance crew shall lie on the contractor.

1.7.9 In the event of operational exigencies, the contractor shall ensure that servicing of the pumps is carried out even on Sundays/ Holidays.

1.7.10 Servicing/ repairing of the pump shall be done at site. If the contractor feels, the pump will be allowed to be taken to his workshop for necessary repair with the consent of the respective Installation Manager. The responsibility of transferring the pump to the workshop and after repair to the concern installation shall lie on the contractor. Repairing/ extraction of any broken parts of pumps, if required, have to be carried out at contractor's workshop. Contractor should take the part with the permission from the concern Installation Manager and after necessary repair, the part will be required to be

deposited at the concern installation with details report of job. Payment for the repairing parts will be made as per the contract rate.

1.7.11 The contractor should have his own workshop for carrying out necessary repair of pump parts or should have tie up with some workshop to provide the service. The contractor should provide estimated break-up of rates for repairing the major parts/ components of the pump offered for servicing and the rate should prevail for 2 (two) years.

1.7.12 Spares required for carrying out the servicing job shall be provided by OIL. In case OIL fails to provide the necessary spares, the contractor should provide the same from the OEM/ or its authorised dealer. For replacement of any parts of a pump the concern Installation Manager have to certify and the contractor must have to submit purchase document from OEM/ or its authorised dealer. For this purpose, the Contractor shall supply spares up to a maximum value of Rs. 1,00,000.00 (Rupees one lakh only) and the cost of the spares will be paid to the Contractor on submission of purchase documents.

1.7.13 The contractor must make 6 (six) months forward planning of spares requirement and handover to OIL's representative for procurement of spares by OIL.

1.7.14 The serviced pumps (after overhauling) must have 6 (six) months warranty/ guarantee for trouble free operation. If within the warranty/guarantee period any problem comes up of the repaired pump and requires overhauling/ repairing, the same has to be carried out at the contractor's cost. In such cases, the contractor has to bear all the expenditure relating to the repairing/ overhauling inclusive of cost of the spares.

1.7.15 The contractor shall provide all the necessary safety equipment (like helmets, safety shoes, gloves, protective clothing, welding glasses etc.) to his personnel. Arranging these safety items for his/ her employees is sole responsibility of the contractor. No person will be allowed to work without proper safety equipment.

1.7.16 PUMPS OFFERED FOR THE JOBS:

The following Make, Type and Model of centrifugal pumps are to be repaired:

Type: A

MAKE: KIRLOSKAR

MODEL: RKB 50/15 L 75T

TYPE: MULTISTAGE CENTRIFUGAL PUMP

RATE Q: 7 L/SEC

MAXIMUM PRESSURE: 21 KG/CM²

MAXIMUM HP: 40

SERVICE: Pumping of produced formation water

QUANTITY: Please refer to the Annexure II

Type: B

MAKE: KIRLOSKAR

MODEL: MHA-65/80-75T

TYPE: MULTISTAGE CENTRIFUGAL PUMP

RATE Q: 7 L/SEC

MAXIMUM PRESSURE: 21 KG/CM²

MAXIMUM HP: 40

SERVICE: Pumping of produced formation water

QUANTITY: Please refer to the Annexure II

Type: C
MAKE: KSB
MODEL: KSB WKS 050/007
TYPE: MULTISTAGE CENTRIFUGAL PUMP
RATE Q: 7 L/SEC
MAXIMUM PRESSURE: 21 KG/CM2
MAXIMUM HP: 40
SERVICE: Pumping of produced formation water
QUANTITY: Please refer to the Annexure II

Type: D
MAKE: BAREJA
MODEL: 62.C.7A DA. 6477
TYPE: MULTISTAGE CENTRIFUGAL PUMP
RATE Q: 7 L/SEC
MAXIMUM PRESSURE: 21 KG/CM2
MAXIMUM HP: 40
SERVICE: Pumping of produced formation water
QUANTITY: Please refer to the Annexure II

Type: E
MAKE: BAREJA MODEL: 60-HK-10
TYPE: MULTISTAGE CENTRIFUGAL PUMP
RATE Q: 7 L/SEC
MAXIMUM PRESSURE: 21 KG/CM2
MAXIMUM HP: 100
SERVICE: Pumping of produced formation water
QUANTITY: Please refer to the Annexure II

Type: F
MAKE: BAREJA
MODEL: BSP-50-CP-250
TYPE: SINGLE STAGE CENTRIFUGAL PUMP
RATE Q: 40 KL/HR
MAXIMUM PRESSURE: 10 KG/CM2
MAXIMUM HP: 40
SERVICE: For unloading of Bowser crude oil

Type: G
MAKE: KIRLOSKAR
MODEL: KPD-80/40 QF
TYPE: SINGLE STAGE CENTRIFUGAL PUMP
RATE Q: 40 KL/HR
MAXIMUM PRESSURE: 6.5 KG/CM2
SERVICE: For unloading of Bowser crude oil

Type: H
MAKE: AURO
MODEL: ACCV80X50-315

Type: I
MAKE: KIRLOSKAR
MODEL: SP-3L4

Type: J
MAKE: ROTO
MODEL:4RNA-40/ RMAB581

2.0 EFFECTIVE DATE, MOBILISATION and DATE OF COMMENCEMENT:

2.1 Contractor to commence mobilization activities immediately upon receipt of notification of award of Contract and complete mobilization within 15 (fifteen) days from the date of date of issue of LOA. The mobilization will be treated as complete when Contractor's personnel and equipment arrive at Duliajan and Contractor is ready to commence operation.

2.2 The date on which the mobilization is completed is treated as Commencement date.

2.3 The Company retains, at its sole discretion, the option to extend the Contract for a further period of 1 (one) year at the same rate, terms and conditions of the contract.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

3.1 The Contract shall provide all necessary supervision during the performance of the services.

4.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

4.1 Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract.

4.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document supplied to the Contractor in relation to the Contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by the Contractor in the conduct of operations and the information provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.

5.0 WARRANTY AND REMEDY OF DEFECTS:

5.1 Contractor warrants that he shall perform the Work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

5.2 Should Company discover at any time during the execution of the Contract or within 180 days after completion of the operations in each job that the Work carried out by the Contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective Work required to make the services

conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option, may have such remedial Work carried out by others and charge the cost thereof to Contractor, which the Contractor must pay promptly. In case Contractor fails to perform remedial Work or pay for the Work carried out by others, the performance security shall be forfeited.

6.0 INSURANCE:

The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the Contract.

7.0 PAYMENT, MANNER OF PAYMENT, INVOICES:

7.1 Company shall pay to the Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract. All payments due by Company will be made in accordance with the terms hereinafter described.

7.2 Contractor shall immediately after completion of each job submit the Job tickets, for certification by the Company's Representative. Certified job tickets are to accompany the invoices/ bills submitted after completion of each job. Such job tickets must be accompanied by the detailed job completion report.

7.3 All bills/ invoices with job tickets shall be submitted in six/three copies along with the job completion report and other progress report to the representative of the Company. The bills shall be supported by all other necessary documents like vouchers for bought out items/ progress report etc. without which the bills/ invoices will not be considered for payment.

7.4 Invoices are to be submitted on monthly basis on any day during the first week of each month.

7.5 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/ objection.

7.6 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of the Agreement.

8.0 RATE OF PAYMENT:

Company shall make the payments to the Contractor as per the quoted rates as referred to in Part-II (Schedule of Works, Units and Quantity). These rates include all duties and taxes including income taxes, VAT, Service Tax, Assam Entry Tax and other taxes and levies payable by the Contractor under this Contract.

9.0 WITHHOLDING:

9.1 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs assigned.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective Work not remedied by Contractor.
- d) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- e) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

9.2 Withholding will also be affected on account of the following:

- a) Order issued by a Court of Law in India.
- b) Income tax deductible at source according to law prevalent from time to time in the country.
- c) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- d) Any payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly/ indirectly due to some negligent act or omission on the part of Contractor.

10.0 APPLICABLE LAW:

The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) Mines Act-as applicable to safety and employment conditions.
- b) Oil Mines Regulations, 1984.
- c) Workmen's Compensation Act.
- d) Payment of Wages Act.
- e) Payment of Bonus Act, 1965
- f) Contractor Labour (Regulation & Abolition) Act.1970
- g) Family Pension Scheme.
- h) Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- i) Customs and Excise Act & Rules.

11.0 TERMINATION:**11.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):**

The Contract shall be deemed to be automatically terminated on the expiry of duration of the Contract (or extension, if any).

11.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure.

11.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

11.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 (fifteen) days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

11.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor's rights and/ or obligations under the Contract and/ or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

11.6 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the obligation of the Company to pay the daily charges and/or any other charges shall be limited to the period up to the date of termination.

11.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days (not including Force majeure delay or breakdown of Contractor's equipment caused by a well blowout or the consequences thereof) Company, at its option, may terminate the Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

11.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

11.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the

Contractor due to any other reason not covered under the above clause from 11.1 to 11.7 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for all services, personnel charges and other charges as per the Contract up to the date of termination.

11.10 In the event of termination of Contract, Company will issue Notice of termination of the Contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

12.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

13.0 MISCELLANEOUS PROVISIONS:

13.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

13.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

13.4 Proper documentation is to be maintained by the contractor in the form of servicing report after each operation and a copy of the report is to be given to the Installation Manager.

13.5 Key personnel can not be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

14.0 SAFETY MEASURES:

The following safety guide lines/ measures will be strictly followed by the contractor.

- i. " Work Permit" shall be obtained from the concerned Section Engineer of the section before starting of the work and will be renewed from time to time as required. Further competent representative of the contractor with the approval of M/S OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.
- ii. Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.
- iii. Stand by fire fighting equipment, if required, will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.
- iv. 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.
- v. 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.
- vi. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- vii. 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.
- viii. 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.
- ix. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/ Agent/ Manager.
- x. 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.
- xi. 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. The contractor shall submit the IME/PME report of the persons to be engaged against this contract within 20 days of date of signing of the contract.

xii. 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

xiii. 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.

xiv. 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.

xv. 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.

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

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

xviii. 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.

xix. 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.

xx. 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.

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

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

xxiii. 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.

xxiv. 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.

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

xxvi. 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.

xxvii. 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.

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

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

xxx. 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.

15. Insurance:

(i)WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

(ii)ACCIDENT OR INJURY TO WORKMEN: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR.

(iii)COMPREHENSIVE GENERAL LIABILITY INSURANCE:

(a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

(b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

(c) The policy shall cover third party liability. The third party (liability shall cover the loss / disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to other materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court

by Law in India and cover for damage to others equipment / property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10 (ten) lakhs to death.

(d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

(e) The Contractor shall take out insurance policy from one or more nationalized insurance company from any branch office at Project site.

(f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

(g) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS: CONTRACTOR shall also carry and maintain any and all other insurance(s) which he / she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.

16. Labour Laws:

(i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.

(ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the Work.

(iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.

(iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

(v) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the Assistant Labour Commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

(vi) The CONTRACTOR shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.

(vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been

allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

(viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act, 1936, Employee Provident Fund Act, 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

(ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

(x) The CONTRACTOR shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnify from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form / Register / Slip under the provisions of these Acts which is materially incorrect, then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the Company a sum not exceeding Rs. 50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN-CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

17. RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:

(i) The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

(ii) The contractor shall be required to deposit contribution towards Provident Fund or any other statutory payments to be made in respect of his workers .

(iii) The contractor is required to obtain labour license from ALC (Central), Dibrugarh if he engages 20 or more labours at any given time.

(iv) The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

(v) The contractor shall discharge obligations as provided under various statutory enactment including the Employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages

Act 1936, Workmen Compensation Act, 1923, Payment of Bonus Act and other labour legislations as in existence (at present in India) and as amended from time to time.

(vi) The contractor shall pay the wages to the workers at the rates as per the Minimum Wages Act and as notified by the Regional Labour Commissioner (Central) / Assistant Labour Commissioner (c), Dibrugarh from time to time. The Engineer-In-Charge shall ensure that the contractor is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

(vii) The contractor shall be solely responsible and indemnify the OIL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

(viii) All personnel deployed by the contractor should be on the rolls of the contractor.

(ix) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

(x) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of OIL while at site. Contractor has to be strictly adhere to guidance, instruction when required.

(xi) Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF for his employees.

(xii) Contractor has to deploy the personnel with no past criminal records. Names of such, if any Reformed people, should be clearly indicated. The contractor also has to provide police verification for all the persons deployed by him.

(xiii) Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and Payment of Wages Act, 1936.

(xiv) Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

(xv) All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

(xvi) Technicians / supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

(xvii) In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify OIL from such liabilities.

(xviii) The contractor shall obtain necessary insurance policy covering all risks such as accident, injuries and death likely to be caused to workers or to a third person including loss to the properties of owner / OIL or to some other agency.

(xix) The contractor shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / workers through a Govt. Doctor before deployment.

(xx) No worker of contractor (including contractor himself) shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to change / replace him failing which OIL may terminate the contract.

(xxi) The contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

(xxii) The contractor shall obtain necessary License under Inter State Migrant Workmen (Regulation of Employees & Conditions of Service) Act, 1979, if he deploys and engages labours from states other than Assam.

(xxiii) PHOTOGRAPHS / LABOUR PERMISSION / VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes / labour permissions / vehicle passes etc. for his persons / labours / vehicles for working in site plant premises at his own cost as rules of the company.

xxiv) Bidder(s) shall comply statutory Minimum Labour Wages, P.F. and bonus (8.33%) as specified by the Regional Labour Commissioner (Central) for different categories of contracts Labour .

(N.B. The rates are subjected to revise as and when notified by Regional Labour Commissioner (Central), Guwahati)

18. Specific Note: Bidder(s) are advised to note and consider the following while quoting

(a) 12% Provident Fund (PF) on the wage component is to be included in the total quoted cost.

(b) The quoted rate should be capable enough to disburse the Minimum Wages (and any revision of minimum wages during the tenure of the contract), P.F., bonus to the deployed personnel along with PPE items, and materials / equipment.

19. OTHER CONDITION OF THE CONTRACT:

The bidder shall submit PAN Card, Service Tax Regd. No, Bank Account number, VAT Regd. No., Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

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

SUB: SAFETY MEASURES

Description of work/service:

REPAIRING AND SERVICING OF CENTRIFUGAL PUMPS OF VARIOUS PRODUCTION INSTALLATIONS IN ASSAM FIELD FOR A PERIOD OF 2 (TWO) YEARS and extendable by another 1(one) year.

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

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. : **CDI5653P15**

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. CDI5653P15.**

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