

**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.

IFB No.	<b>CDI8480P16</b>
Description of Service	<b>HEALTH CHECK UP (NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.</b>
Type of Bid	<b>SINGLE STAGE TWO BID SYSTEM</b>
Period of Sale of Bid Document	<b>10.09.2015 TO 06.10.2015</b>
Bid Closing / Opening Date & Time	<b>13.10.2015 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	<b>Rs. 2,000.00</b>
Bid Security (EMD)	<p><b>Rs. 14,800.00</b></p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 09.05.2016)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time.</p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

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

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

Application & Tender Fees, IFB No.: **CDI8480P16**

**Description of Services: HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

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

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

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost (in case Cost of Bid

## **E-TENDER NO. CDI8480P16**

Document is submitted in the form of Demand Draft / Banker's Cheque), USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

### **4.0 SALIENT ELIGIBILITY CRITERIA:**

**4.1.1** The bidder shall have experience of *successfully completing* "similar nature" of job(s) of following magnitude in Central Govt./State Govt./PSUs/State Govt. Enterprises during the last 07 years ending **last day of month previous to the bid closing date**.

i) One single contract of minimum value of Rs. 23,55,600.00 (Rupees Twenty Three lakhs Fifty Five Thousand Six Hundred only) .

**OR**

ii) Two single contracts of minimum value of Rs. 14,72,250.00 (Rupees Fourteen lakh Seventy Two thousand Two hundred Fifty only) each

**OR**

iii) Three single contracts of minimum value of Rs. 11,77,800.00 (Rupees Eleven lakh Seventy Seven Thousand Eight Hundred only) each

**Note :** "Similar Nature" of job(s) mentioned in para 1.2.1 means :-

"Experience of successfully completing Health Check up/Non destructive Testing for various equipment of an Oil/Gas Installations like OCS/GCS/EPS/QPS/Crude Oil Tank Farm/Refinery etc.

**4.1.2** The bidder should have an average annual turnover during the last three years ending **31.03.2014** at least of Rs. 8,83,350.00 (Rupees Eight lakh Eighty Three Thousand Three Hundred Fifty only).

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

### **Note-1**

**A)** For proof of average Annual turnover, anyone of the following document/photocopy must be submitted along with the bid:

i) Audited Balance Sheet issued by a practicing Chartered/Cost Accountants Firm with Membership no and Firm registration no. for last 3 (three) years ending 31.03.2014.

**OR**

ii) Audited Profit and Loss account issued by a practicing Chartered/Cost Accountants Firm with Membership no and Firm registration no. for last 3 (three) years ending 31.03.2014.

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

i) Contract documents showing details of work,

**AND**

ii) Completion Certificate issued by Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise showing:

(a) Gross value of job done during last seven years **ending last date of the month previous to bid closing date**.

(b) Nature of job done and contract/ Work-order no.

(c) Contract period and date of completion.

**4.1.4** The bidder shall provide the list of NDT equipment/apparatus including the brand name & grade of magnetic particles, coupling medium and various types of probes to assess the suitability for NDT works.

**4.1.5** The bidder must carry out the job under the supervision of academically qualified competent technical

**E-TENDER NO. CDI8480P16**

person. The supervisor must be an ASNT/ISNT Level-II certificate holder in the respective area of NDT. The photocopies of valid NDT level-II certificates on various techniques of NDT as required in the NIT should be enclosed during submission of bid and the original certificates should be produced within 15 days of issue of LOI. The supervisor must have 3 years of experience in carrying out similar types of NDT techniques.

- 4.1.6** The bidder shall confirm that all the electrical appliances/equipment to be used for the job will be suitable for the classified hazardous area as per OMR-1984 or respective DGMS circulars/applicable standards.

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

**6.0** 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.

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

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

**9.0** 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.)

**Copy (NOO): Head (P-Oil):** Ref. your PR No. 2218618 please.

**DATE: 08.09.2015**

**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:**

**HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

**LOCATION** : Assam Field

**CONTRACT PERIOD** : **02 (Two)** years from the commencement date mentioned in the work order.

**BID SECURITY** : **Rs. 14,800.00 (RUPEES FOURTEEN THOUSAND EIGHT HUNDRED ONLY)**

**BID CLOSING/ OPENING DATE & TIME** : **13.10.2015 (11:00 HRS/14:00 HRS)**

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

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE) should reach the office of HEAD-CONTRACTS on or before **12:45 Hrs (IST) on the Bid Closing date**, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **2.5% of the total 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 i.e minimum upto **09.05.2016**) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal 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 signature certificate [e-commerce application (Certificate with personal verification and Organization name)] as

per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security 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-**Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact- **Not Applicable**

Price Bidding Format

Proformas & Annexure

**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, Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with

**Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan-786602.**

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE)**

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

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

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

The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.

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

**19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "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 signature certificate with Organizations Name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of Certifying Authorities (CCA) of India.**



## 21.0 SCREEN SHOTS:

**Display RFx Response:**

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.

RFx Response Number 60006452 RFx Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 4

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Status and Statistics

Created By

Created Date

Last Processed By

Last Processed Date

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:**

**BID ON “EDIT” MODE**

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 Version Number 5

RFx Information Items Notes and Attachments Conditions

Notes

Add Clear

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

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

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

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.

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



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

**IFB NO. CDI8480P16  
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 ~~& Annexure~~.

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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

**5.0 PREPARATION OF BIDS**

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

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in c-Folder link (collaboration link) under “Technical RFx Response” Tab Page.**

**(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 it’s 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 be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before **12:45 Hrs (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

## **10.0 LATE BIDS:**

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

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

**11.1** Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** 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:**

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

In Technical bid opening date, only Collaboration Folder(C-Folder) 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 only.

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

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

**13.3** 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, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial

responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

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

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

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

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

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

#### **15.0 CONTACTING THE COMPANY:**

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

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

#### **16.0 AWARD CRITERIA:**

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

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

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

#### **18.0 NOTIFICATION OF AWARD:**

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

#### **19.0 SIGNING OF CONTRACT:**

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

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank

**E-TENDER NO. CDI8480P16****INSTRUCTION TO BIDDERS**

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

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 14.00 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14.00 % 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

**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.

**Technical**

**1.2.1** The bidder shall have experience of *successfully completing* “similar nature” of job(s) of following magnitude in PSUs/ Central Govt/State Govt./State Govt. Enterprises / MNCs/Public limited companies during the last 07 years ending **last day of month previous to the bid closing date.**

i) One single contract of minimum value of Rs. 23,55,600.00 (Rupees Twenty Three lakhs Fifty Five Thousand Six Hundred only) .

OR

ii) Two single contracts of minimum value of Rs. 14,72,250.00 (Rupees Fourteen lakh Seventy Two thousand Two hundred Fifty only) each

OR

iii) Three single contracts of minimum value of Rs. 11,77,800.00 (Rupees Eleven lakh Seventy Seven Thousand Eight Hundred only) each

**Note :** “Similar Nature” of job(s) mentioned in para 1.2.1 means :-

“Experience of successfully completing Health Check up/Non destructive Testing for various equipment of an Oil/Gas Installations like OCS/GCS/EPS/QPS/Crude Oil Tank Farm/Refinery etc.

**1.2.2** The bidder should have an average annual turnover during the last three years ending **31.03.2014** at least of Rs. **8,83,350.00** (Rupees Eight lakh Eighty Three Thousand Three Hundred Fifty only).

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

**Note-1**

**A)** For proof of average Annual turnover, anyone of the following document/photocopy must be submitted along with the bid:

i) Audited Balance Sheet and Profit & Loss Account for last 3 (three) years ending 31.03.2014.

OR

ii) Audited Profit and Loss account with a certificate issued by a practicing Chartered/Cost Accountants Firm with Membership no and Firm registration no. for last 3 (three) years ending 31.03.2014.



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

(i) Contract documents showing details of work,

AND

(ii) Completion Certificate issued by Central Govt./ State Govt./ Public Sector Undertaking/ State Govt. Enterprise showing:

a) Gross value of job done during last seven years **ending last date of the month previous to bid closing date.**

b) Nature of job done and contract/ Work-order no.

c) Contract period and date of completion.”

**1.2.4** The bidder shall provide the list of NDT equipment/apparatus including the brand name & grade of magnetic particles, coupling medium and various types of probes to assess the suitability for NDT works.

**1.2.5** The bidder must carry out the job under the supervision of academically qualified competent technical person. The supervisor must be an ASNT/ISNT Level-II certificate holder in the respective area of NDT. The photocopies of valid NDT level-II certificates on various techniques of NDT as required in the NIT should be enclosed during submission of bid and the original certificates should be produced within 15 days of issue of LOI. The supervisor must have 3 years of experience in carrying out similar types of NDT techniques.

**1.2.6** The bidder shall confirm that all the electrical appliances/equipment to be used for the job will be suitable for the classified hazardous area as per OMR-1984 or respective DGMS circulars/applicable standards.

## **2.0 COMMERCIAL:**

**2.1** 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.

**2.2** 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.

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

**2.4** 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.

**2.5** 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.

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

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

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

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

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

**2.11** 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

### **3.0 GENERAL:**

**3.1** 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.

**3.2** 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.

**3.3** 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.

**3.4** 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.

**3.5** 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.

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

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

**4.2** 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.

**4.3.** 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.

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**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](http://www.oil-india.com)**

**DESCRIPTION OF WORK/SERVICES:-****HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.****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 FIELDS**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be **104 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work 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 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) 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) 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. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

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

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

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

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

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

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions**

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

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

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

**21. ARBITRATION:**

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

Place of Arbitration: Duliajan

**22. FORCE MAJEURE:**

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

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

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

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

**25. SET OFF CLAUSE:-**

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

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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

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

**28.0 SUBCONTRACTING:**

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

**29.0 MISCELLANEOUS PROVISIONS:**

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



**30.0 LIABILITY:**

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

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

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

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

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

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

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

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

**31.0 CONSEQUENTIAL DAMAGE:**

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

**32.0 INDEMNITY AGREEMENT:**

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

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

**33.0 APPLICABLE LAW:**

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

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

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

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

35.0 Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

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  
Contractor

-----  
(Signature of witness)

-----

Date: \_\_\_\_\_  
(Full Name of Signatory)

-----

Address:

-----  
-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date\_\_\_\_\_

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

**DESCRIPTION OF WORK/ SERVICE: HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

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

Item No.	Description of Services	UOM	Quantity
10	Visual Insection of OCS( Oil Collecting Station)	JOB	13
20	Ultrasonic Thickness Measurement in OCS	NUMBER	91000
30	100% Wet FMP Inspection in OCS	M2 (SQUARE MTR)	130
40	Ultrasonic Flaw Check in OCS	JOB	2600
50	Radiographic Weld Inspection for 250/200 mm dia Pipes	NUMBER	195
60	Radiographic Weld Inspection for 150/100 mm dia Pipes	NUMBER	1300
70	Radiographic Weld Inspection for below 100 mm dia Pipes	NUMBER	520
80	Final Report Preparation	NUMBER	13

- 1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.**
- 2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.**
- 3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid ) otherwise the bid will be rejected.**
- 4. Mobilisation Period: 30 (Thirty) days from the date of issue of LOA.**
- 5. Tenure of Agreement: 02 (Two) years from the commencement date mentioned in the work order.**
- 6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.**

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

**DESCRIPTION OF WORK/ SERVICE: HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

**PRICE BIDDING FORMAT : E-TENDER NO. CDI8480P16**

<b><u>NAME OF BIDDER</u></b>					
<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity</b>	<b>Rate (Rs.) to be quoted by the Bidders</b>	<b>Amount (Rs.)</b>
10	Visual Insection of OCS( Oil Collecting Station)	JOB	13		0.00
20	Ultrasonic Thickness Measurement in OCS	NUMBER	91000		0.00
30	100% Wet FMP Inspection in OCS	M2 (SQUARE MTR)	130		0.00
40	Ultrasonic Flaw Check in OCS	JOB	2600		0.00
50	Radiographic Weld Inspection for 250/200 mm dia Pipes	NUMBER	195		0.00
60	Radiographic Weld Inspection for 150/100 mm dia Pipes	NUMBER	1300		0.00
70	Radiographic Weld Inspection for below 100 mm dia Pipes	NUMBER	520		0.00
80	Final Report Preparation	NUMBER	13		0.00
<b>TOTAL (Rs.)</b>					<b>0.00</b>
<b>1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.</b>					
<b>2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.</b>					

**PART - III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS****SPECIAL TERMS AND CONDITIONS:****1.0 INSTALLATIONS WHERE HEALTH CHECK-UP JOBS (Non Destructive Test –NDT) ARE TO BE CARRIED OUT:**

**HEALTH CHECK UP JOBS ARE TO BE CARRIED OUT AT 13 NOS. OF PRODUCTION INSTALLATIONS, viz., OCS#1, OCS#2, OCS#4, OCS#8, USHAPUR OCS, KATHALGURI OCS, LANKASHI OCS, SHALMARI OCS#1, SHALMARI OCS#2, DIKOM OCS, TENGAKHAT OCS, KATHALONI OCS, MORAN OCS#1.**

**2.0 CONTRACTOR'S RESPONSIBILITY:**

The contractor and/ or his/her authorized representative/ supervisor must have sufficient practical knowledge of the job and must know about tools & equipment's required for the job. The contractor must meet the following requirement.

2.1 All tools, tackles, various equipment etc. required for the job are to be arranged by the contractor. Since the job will be in the hazardous areas, the contractor must ensure use of non-sparking tools /equipment while working on the vessels for isolation and restoration of removed connection/ fittings etc. Proper documents certifying non-sparking quality of the tools are to be produced before starting the job whenever so desired.

2.2 Accommodation for the contractor's personal will be contractor's responsibility. In no case contractor will be allowed to construct shelter, accommodation, material storage yard etc inside company (OIL) areas.

2.3 The contractor/ his or her authourised representative has to liaise with GM(P-Oil) or his representative for the job.

**3.0 CONVEYANCE:**

The contractor must arrange conveyance (transportation) of his/her workmen/materials, tools/equipment etc engaged to work under the contract to the place of work and back at the contractor's cost.

**4.0 GENERAL:**

4.1 The contractor / contractor's workers shall have to follow instructions from the Installation Manager or his/her representative in regard to carry out duty/work.

4.2 Work will be done normally during day light hours & irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours of the company. However regarding carrying out the job on Holiday/sundays consent and necessary work permit of/from installation manager shall be taken by the contractor.

4.3 OIL Engineer / Installation Manager will have the power to inspect & monitor the progress of job during the job execution period or upon completion of each job under the contract.

4.4 The contractor shall be responsible for safe keeping of the company's materials during the time of execution of the work.

4.5 The Contractor shall not engage minor workers below 18 years of age under any circumstances.

4.6 The contractor shall deploy local people as far as possible for the related unskilled operations.

4.7 The bidder must include all liabilities including statutory liabilities in their quoted rates 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.

4.8 The Contractor must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his /her workers to enable them to work inside the installations.

4.9 The Contractor or his representative must report to GM(P-Oil)'s office regularly for overall supervision and liaison.

#### 5.0 SAFETY MEASURES:

The job will have to be carried out in an operating installation and as such the following safety guide lines/ measures will be strictly followed by the contractor.

5.1 The contractor must have sufficient knowledge about the safety involvement in the operation of the installation. He/ she must ensure the safety of his/ her workmen during the operation.

5.2 "Cold Work Permit/ Hot Work Permit" shall be obtained from the concerned Installation Manager of the installation 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.

5.3 On site welding/ cutting/ grinding operations of the interconnection pipelines shall be avoided as far as possible taking into consideration of minimum safety distance for such an operation. If necessary and if advised by the company engineer, it will be done at a safe distance within the installation and will be transported to the site for boxing up.

5.4 Tools, Tackles, materials etc to be used by the contractor / contractor's personnel's will be of non-sparking type.

5.5 Any other safety measures that might require to be adopted during the work will be intimated and shall be strictly followed by the contractor.

5.6 Stand by firefighting equipment 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 firefighting 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.

5.7 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 persons employed by him/her, 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 / her 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.



5.8 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/her 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.

5.9 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.

5.10 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.

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

5.12 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.

5.13 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination (IME), 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.

5.14 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

5.15 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.

5.16 It will be entirely the responsibility of the Contractor/ his/her 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/her. 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.

5.17 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.

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

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

5.20 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.

5.21 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.

5.22 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.

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

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

5.25 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.

5.26 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.

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

5.28 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.

5.29 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.

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

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

5.32 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.

## **6.0 TECHNICAL:**

6.1 Bidder must carry out job under the supervision of academically qualified competent technical person who shall be ASNT/ ISNT Level-II certificate holder as detailed in clause- 1.2.6 of BRC/ BEC.

The role of the said technical person will be:

- To prepare and implement piping, vessel, tanks, equipment etc inspection schedules to meet requisite standard, statutory and or quality requirements
- To measure the corrosion/ deterioration rates and to evaluate the current physical condition of the piping for soundness for continuation in service
- To co-relate the corrosion/ deterioration rate with design life for further run of the piping, vessels, valves, pipe fittings, tanks equipment etc.
- To investigate the causes of deterioration and recommend remedial measures, such as short term and long term repairs/ replacements.
- To perform various stages of inspections and maintain inspection records & to verify the findings with the standards, analyse the results and suggest corrections if any.

6.2 Visual inspection by way of studying and analyzing the available chronological data pertaining to the installations. The inspection will also include preparation of an as-built layout of the above mentioned production installations to be made to a suitable scale to depict the scope of various inspections in co-ordinate survey map for easy identification and cross reference. To assess the condition of the underground piping at various places of installations, necessary digging of trenches may be carried out as per the directive of the Company's Representative. After assessing underground piping's, the contractor should back fill the dug trench portion and bring back to its original condition.

a. Visual Inspection Procedure

- i. Leaks: Visual inspection shall be made to locate leakages. Particular attention should be given to pipes / pipe fittings, valves, expansion joints, vessels, tanks, other equipment in operation.
- ii. Alignment: The piping shall be inspected for misalignment.
- iii. Supports: Pipe and vessel supports shall be visually inspected for the following:
  1. Condition of protective coating or fire proofing, if any. If fire proofing is found defective, sufficient fire proofing should be removed to determine extent of corrosion.
  2. Evidence of corrosion
  3. Distortion
  4. General physical damage
  5. Movement or deterioration of concrete supports.
  6. Condition of foundation bolts.
  7. Free operation of pipe rollers.
  8. Secure attachment of brackets and beams to the supports.
  9. Secure attachment and proper adjustment of pipe hangers, if used. Spring hangers loading shall be checked both cold and hot and the readings obtained shall be checked against the original cold and hot readings. The movement of spring supports shall be monitored.
  10. Broken or otherwise defective anchors of vessels, piping etc.
- iv. Vibration: If vibrations or swaying is observed in any equipment, vessel, piping's etc inspection shall be made for cracks in welds, particularly at points of restraint such as where the systems are connected to the equipment and in the vicinity of anchors. Additional supports should be considered for poorly braced small size piping and valves and for main vibrating line to which they are attached. In case of severe vibration, detailed investigations shall be carried out to determine the source of problems.
- v. External Corrosion: Inspection of vessel, tanks, piping etc for detection of external corrosion shall be carried out.
- vi. Bulging, Bowing and Sagging: All items should be checked for bulging, bowing and sagging in between the supports.

- vii. Mechanical Damage: Vessels, tanks, Pipes shall be inspected for dents, scratched etc. caused due to external sources.
- viii. Paint and Protective Coating: Conditions of paint and protective coating shall be checked.
- ix. Cracks: Vessels, Tanks, Pipelines etc shall be inspected for cracks. Particular attention should be given to areas near the weld joints.
- x. Insulation: Damage of insulation shall be checked for hot as well as cold lines if any.
- xi. Concrete Lining: Externally concrete lined piping shall be visually inspected for cracking and dislodging of concrete.
- xii. Inspection of Valves in Service:
  - a. Valves, flanges, gaskets and bolts in erosive/ highly corrosive services and those showing obvious signs of deterioration shall be dismantled to permit examination of all internal parts for carrying out repairs/ replacement as necessary. The frequency of such inspections shall be determined by the user based on service conditions.
  - b. Swing check valves shall be inspected by removing the cover or cap. The flapper or disc shall be checked for freedom of rotation and the nut holding it to the arm shall be checked for security and presence of a locking pin, lock washer, or tack weld. The arm should be free to swing and the anchor pin shall be inspected for wear. Also the seating surface on both the disc and valve body shall be checked for deterioration.
- xiii. Flanges, Gaskets and Bolts
  - a. Fasteners should extend completely through their nuts.
  - b. If installed flanges are excessively bent, their markings and thicknesses should be checked against engineering requirements before taking corrective actions.
  - c. Flange and valves bonnet fasteners should be examined visually for corrosion/metal loss/defects/ cracks etc.
  - d. Flanged and valve bonnet joints should be examined for evidence of leakage, such as stains, deposits or drips. Process leaks on to flange and bonnet fasteners may result in corrosion or environmental cracking.
  - e. Fasteners on instrumentation that are subject to process pressure and / or temperature should be included in the scope of these examinations.

6.3 All the related jobs during the visual inspection such as cleaning of surface/ working platform etc. are to be arranged by the contractor.

6.4 Thickness measurement by using ultrasonic thickness gauges is to be carried out as per the relevant ASME/ API/ ASTM Standard in various spots of pipes, pipe fittings, plates, vessels, tanks, equipment etc. in the above mentioned installations (both over-ground and underground) as per the instruction of Company's Representative.

Ultrasonic thickness survey of the vessels, tanks, pipelines etc shall be carried out to ascertain the wall thickness. The following procedure shall be followed for the above-ground pipelines.

- a. Minimum three readings shall be taken on vessels and tanks to ascertain the wall thickness.
- b. Minimum three readings shall be taken on the bends of the piping network at the outer curvature. One reading shall be at the centre of the bend and two readings on the same line on either side of this reading.
- c. Minimum one ultrasonic scan each on the straight pipes on upstream and downstream of the bend adjacent to welds of the bend of the pipe. One ultrasonic scan consists of four readings (3, 6, 9 and 12 o'clock positions). For pipelines in which there is a possibility of ballast water coming, one ultrasonic scan will consist of six readings (3, 5, 6, 7, 9 and 12 o'clock positions) to scan the bottom portions.
- d. One ultrasonic scan on the entire circumference (four readings) upstream and downstream of the weld joint for process pipelines.
- e. Minimum one ultrasonic scan (four readings) each on reducer/ expander and just downstream on the pipe.
- f. One ultrasonic scan on the pipe downstream of valves orifices, etc.

- g. One ultrasonic scan minimum on horizontal pipe for every three meters length at lower elevations where possibilities of collection and stagnation of carryover water, or acid condensation or SO<sub>2</sub> flow exist.
- h. Branch connection, dead ends, etc, shall be checked by ultrasonic thickness gauge for corrosion and erosion / decay.
- i. Necessary work permit shall be taken as per OISD-STD-105 while carrying out thickness survey.
- j. The details of thickness survey shall be maintained on an isometric sketch.

Long range ultrasonic guided wave technology should be deployed to assess metal loss in inaccessible parts/location not covered by conventional technique of ultra sonic thickness measurement.

6.5 For carrying out Ultrasonic Thickness Measurement jobs as per ASTM, calibration certificate of the UT measuring machine is to be produced before starting the job. Standard procedures as per ASTM should be followed for calibration, scanning and linearity test of the UT machines. Device certificate issued by competent authority to the effect must be produced at the time of job execution.

6.6 Contractor shall carry out 100% Wet Fluorescent Magnetic Particle inspection using magnetic field (of at least 80 oersted) for the welded joints of pipes/ plates etc. in the above mentioned installations (both over-ground and underground) as per the instruction of the Company's Representative.

6.7 The contractor should carry out Ultrasonic flaw check for the welded joints of pipes, pipe fittings, tanks, vessels, plates etc. in the above mentioned installations (both over-ground and underground) as per the instruction of Company's Representative using Pulse-Echo/ Reflection technique with CRT display.

6.8 The contractor should carry out Radiographic inspection for the welded joints of pipes pipe fittings, tanks, vessels, plates (both over-ground and underground) as per relevant API codes. The contractor shall submit the radiographic plates/films with details after completion of the job to the company.

To determine the thickness of Vessels, Tanks, Piping etc visual examination, radiographic examination or ultrasonic testing shall be performed. This is applicable to piping which cannot be inspected during operation. The nature and extent of internal deposits shall be noted. Samples should be collected for chemical analysis.

6.9 All materials required for radiographic inspection will be arranged by contractor at his cost.

6.11 The personnel having requisite qualifications and proven experience shall carry out inspection and testing of the given jobs in presence of CCE approved third party Inspector and Installation Manager.

6.12 The testing equipment to be used should be of proven and standard make and should not result in sparking inside the pressure vessel during testing. Chemical used should be also of proven and standard make preferably with NPC certification.

6.13 The party should submit the standard format to be used during execution of job on site.

6.14 The contractor shall submit five (5) copies of the final report of each installation after successful completion of the job.

## 7.0 SPECIAL CONDITIONS:

7.1 The contractor may visit the site before making their offer for proper assessment of volume, involvement, safety precautions, etc. of the job at his/her own cost.

7.2 Proper care should be taken to ensure that no incendiary material of any kind shall be used and it should be ensured that no sparking occurs during erection or retrieval of working platform during the execution of the job.

7.3 The contractor will deploy only skilled workers with proper safety gears and having proven experience in relevant field to carry out the job.

7.4 For any matter, where controversy may occur, the decision of G.M. (Prod-Oil) or his representative will be final.

7.5 All floors, walls, platforms, road, supports, etc. broken/ damaged during the process of doing the jobs shall be repaired by the contractor at his/her own cost. Otherwise cost of such repair jobs will be recovered from contractor's bill.

7.6 Water and electricity required for the job will be provided by OIL free of cost within the installation for execution of the job. However, necessary arrangement for electrical cable etc will be contractors responsibility for which no cost will be borne by the company.

7.7 The contractor should have the knowledge of static and Mobile pressure vessels rules, adequate knowledge about latest non-destructive inspections and testing procedures and interpretations

7.8 The bidder should have the knowledge about handling of materials tools and tackles, etc. in hazardous area and knowledge of safety practices for working inside and outside the Crude Oil storage vessels/ Tanks.

7.9 The bidder should inform about the evaluation method and acceptable criterions, which will be followed during interpretation of results of health check-up (NDT).

7.10 In case of any doubt re-examination of the area by the same technique or by any other techniques should be carried out by the contractor without any extra cost to OIL.

7.11 The Contractor should intimate the exact location/part of flaw/ defect or discontinuity of the equipment where the health check-up (NDT) has been carried out and accordingly remedial action should be suggested to OIL as per the relevant norms (as per API/ ASTM book) and the same should be incorporated in the Final Report.

7.12 The contractor or his/her personnel must be convergent with the SOP of the installation before the start of the job. Guidance in this respect may be taken from the respective installation manager.

Approximate Volume of Job as per Schedule of Rate / Price-bid Format

1. Visual Inspection of OCS: This job involves visual inspection of OCS.

**OCS (OIL COLLECTING STATION)**

Manifold, Fired/ non fired pressure vessels, Crude oil Tanks, Formation water Tanks, fire water tanks, Various sizes of piping including all pipe fittings, valves etc

(Maximum Anticipated Job Volume)

OCS (Oil Collecting Station)

Manifold = 5 nos.

Fired/ non fired pressure vessels = 18 nos.

Crude oil Tanks:

795 Kl = 2 nos.

160 Kl = 2 nos.

40 kl = 2 nos

16 Kl = 1 nos.

10Kl = 1 nos

8 kl = 1 nos

Formation water Tanks:

160 Kl = 2 no.

45 Kl = 1

40 Kl = 1 no.

37.37 kl = 1 no

Various sizes of pipings including all pipe fittings, valves etc.:

250/ 200 mm NB = 1200 m – 2000 m

150/ 100 mm NB = 1000 m – 3500 m

Below 100 mm NB = 700 m – 2000 m

The inspection will also include preparation of an As-built layout of the above mentioned production installations to be made to a suitable scale to depict the scope of various inspections in co-ordinate survey map for easy identification & cross reference. To assess the condition of the underground piping at various places of the above mentioned installations, necessary digging may be carried out as per the directive of the Company's Representative. After assessing underground piping, the contractor should back fill the digging portion and bring back to its original condition.

2. Ultrasonic thickness measurement: Thickness measurement by ultrasonic thickness gauges as per the relevant ASME/ API/ ASTM Standard in various spots of pipes, pipe fittings, plates, vessels, tanks, equipment etc. (both over-ground and underground) as per the instruction of Company's Representative.

Qty for OCS = 7000 nos

3. 100% Wet FMP inspection: 100% Wet Fluorescent Magnetic Particle inspection is to be carried out using magnetic field (of at least 80 oersted) for all the welded joints pipes, pipe fittings, vessels, tanks, plates etc. (both over-ground and underground) as per the instruction of the Company's Representative.

Qty per OCS = 10 sq. M

4. Ultrasonic Flaw Check: Ultrasonic flaw check is to be carried out for the welded joints, pipes & plates etc. (both over ground and underground) as per the instruction of Company's Representative using Pulse-Echo/ Reflection technique with CRT display.

Qty per OCS = 200 jobs

5. Radiographic weld inspection (for 250/ 200 mm NB pipes): Radiographic inspection is to be carried out of the welded joints (both over ground & underground) as per relevant API codes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection.

Qty per OCS = 15 nos

6. Radiographic weld inspection (for 150/ 100 mm NB pipes): Radiographic inspection is to be carried out of the welded joints (both over ground & underground) as per relevant API codes. The

contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection.

Qty per OCS = 100 nos

7. Radiographic weld inspection (below 100 mm NB pipes): Radiographic inspection is to be carried out of the welded joints (both over ground & underground) as per relevant API codes. The contractor shall use NDT-65 or D-7 or AA-5 or equivalent film (to be supplied by the contractor) for radiography inspection.

Qty per OCS = 40 nos

8. Final Report preparation: After completion of the operation, the contractor should prepare the final report which includes plotting of positions on the As-built drawing for each job and preparation of the other related drawings. The Contractor should intimate the exact location of flaw/ defect or discontinuity of the equipment where the health check-up (NDT) has been carried out and accordingly remedial action should be suggested to OIL as per the relevant norms (as per API/ ASTM book) and the same should be incorporated in the Final Report. The contractor should submit 5 (five) sets of the report at contract section of GMP(O)'s office.

Note: a. The allocation of the above mentioned installations will be decided by GMPO.

b. Regarding job volume, the allocation will be at the discretion of Installation Manager /GMP (O). However, payment will be made on actual work done.

### **TABLE A**

#### **A SAMPLE LIST OF TOOLS REQUIRED FOR INSPECTION**

The following tools may be used as aids for carrying out pipeline inspection.

1. Portable Alloy Analyzer
2. Ultrasonic thickness meter / gauge
3. Ultrasonic Flaw Detector
4. Magnetic Particle Testing kit
5. Dye Penetrant testing kit
6. Radiography equipment
7. Radiography Film Viewer
8. Radiation Survey meter
9. Metallographic Replica Kit
10. Microscope (100X) / Magnifying glass
11. Portable Hardness tester
12. Infrared Pyrometer / Contact Thermometer / Thermal Crayons
13. Thermal Imaging camera
14. Ag-AgCl / Cu-CuSO<sub>4</sub> Half-cell.
15. Holiday Detector
16. Inspector's hammer.
17. Paint and coating thickness gauge.
18. Pit depth gauge.
19. Magnet.
20. Safety torches.
21. Crayons.
22. Small mirror
23. Photography camera
24. Vernier Caliper
25. ID / OD Calipers
26. Ferrite Meter



**TABLE B****LIKELY AREAS OF METAL DETERIORATION/EXTERNAL CORROSION**

The following areas of vessels, tanks, piping are prone to external corrosion.

- i. Above ground vessels, tanks, piping piping ground are subjected to atmospheric corrosion.
- ii. Vessets skids, Pipelines touching the ground are subject to corrosion due to dampness of the soil.
- iii. Crevice corrosion may take place at the pipe supports or sleepers where pipes are resting on them.
- iv. Deterioration takes place at the pipe support locations where relative movement between pipe and pipe supports takes place.
- v. Buried pipelines are subject to soil corrosion.
- vi. Underground pipelines are subject corrosion due to presence of stray currents.
- vii. Impingement attack may take place on pipelines in the vicinity of leaky pipes and steam traps.
- viii. Insulated lines where weather shielding is damaged are subject to external corrosion.
- ix. Piping entering into or emerging from the underground may experience severe corrosion due to coating damage.
- x. Piping corrodes at locations of water accumulation and acid vapour condensation.

**INTERNAL CORROSION**

Usually a greater loss of metal wastage is observed near a restriction in the line or a change in line direction because of the effects of turbulence or velocity. Therefore, it is required to inspect pipe bends, elbows, and tees and also at restrictions such as orifice flanges and throttling valves, and areas just downstream of the restriction. Areas most prone to corrosion, erosion, and other forms of deterioration are:

- i. Points at which condensation of acid gases and / or water va
- ii. pour are likely to occur.
- iii. Points at which acid carryover from process operations are likely to occur.
- iv. Dead-ends and locations where liquid-vapour inter phasing or condensation occur.
- v. Valve bodies and trims, fittings, ring grooves and rings, flange faces and unexposed threads.
- vi. Welded areas (subject to preferential attack).
- vii. Steam systems subject to channelling or where condensation occurs.
- viii. Ferrous and non-ferrous piping subject to stress corrosion cracking.
- ix. Areas near flanges or welded attachments, which act as cooling fins, thereby causing localised corrosion because of condensation.
- x. Areas immediately downstream of chemical injection points where localised corrosion might occur in the reaction zone.
- xi. Dissimilar metals in contact, which may lead to galvanic corrosion.
- xii. Stagnant conditions in areas of pipelines carrying crude oils with high sulphur/chloride content.
- xiii. Locations having low pit and high chloride ions.

Special Condition of the contract:

Bidder should submit Bank Account no, PAN, VAT,Service Tax account no. and PF code no. etc as applicable at the time of signing of the contract.

XX

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

**SUB: SAFETY MEASURES****Description of work/service:****HEALTH CHECK UP ( NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

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

**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:

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**NOTE:** OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the “**Statement of 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.

\*\*\*\*\*

**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**HEAD (CONTRACTS)**  
**OIL INDIA LIMITED**  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDI7661P16**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI8480P16** for **HEALTH CHECK UP (NDT) OF 13 NOS. OF PRODUCTION INSTALLATIONS.**

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**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. CDI8480P16**.

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 \_\_\_\_\_ 2015.

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.

**PROFORMA-IV****STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)**

To,  
OIL INDIA LIMITED  
DULIAIJAN – 786602  
ASSAM

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

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

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

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

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

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

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

4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the



**Page No.2**

said Contractor or for any forbearance, act on omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

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

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

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

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

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

**AUTHORIZED SIGNATORY WITH SEAL AND  
AUTHORIZATION NUMBER**

**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

<b>a.</b>	<u>Name of the Bidder / Firm:</u>				
<b>b.</b>	<u>Registered postal address with PIN code:</u>				
<b>c.</b>	<u>Telephone No:</u>				
<b>d.</b>	<u>Mobile No:</u>				
<b>e.</b>	<u>E-mail ID:</u>				
<b>f.</b>	<u>Fax No:</u>				
<b>g.</b>	<u>Contact Person:</u>				
<b>h.</b>	<u>Contact person's contact No:</u>				
<b>i.</b>	<u>PAN No:</u>				
<b>j.</b>	<u>Bidder's Bank details:</u>	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:			
<b>k.</b>	<u>EMD / Bid Security Details:</u>				
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:				
	Validity of BG: (If EMD submitted vide BG)				
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)				
<b>l.</b>	<u>VAT Regn. No.</u>				
<b>m.</b>	<u>Service Tax Regn. No.</u> (If not available then to be submitted on issuance of LOA)				
<b>n.</b>	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)				
<b>o.</b>	Vendor code with OIL (if available)				

Signature: \_\_\_\_\_

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_