OIL INDIA LIMITED (A Government of India Enterprise) CONTRACTS DEPARTMENT P.O. DULIAJAN – 786602, ASSAM

OIL INDIA LIMITED (OIL) invites sealed bids from eligible Bidders/ Firms for the following services under single stage composite bid.

IFB No. / Bid Document Cost	Service Requirements	Issue of Bid Document / Bid Security / Bid Closing / Opening Date & Time
DCO5595P15 ₹ 500.00	Repairing of heat exchanger which is booster compressor discharge cooler of LPG Plant.	10.12.2014 to 19.01.2015 (upto 15:30 Hrs) / ₹ 5,000.00 / 20.01. 2015 (12:45 Hrs / 13:00 Hrs)

Bid Documents (non-transferable) can be obtained from the office of Head (Contracts), Oil India Limited, P.O. Duliajan, Assam-786602 during office working hours only on application alongwith Bid Document Cost (non-refundable) through a Crossed Demand Draft / Banker's cheque in favour of 'Oil India Limited' **payable at Duliajan** drawn on any Schedule Bank. The details of IFB are available at Website www.oil-india.com.

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.

HEAD-CONTRACTS

OIL INDIA LIMITED (A Govt. of India Enterprise) Contracts Department.

Duliaian, DISTRICT: DIBRUGARH ASSAM, PIN: 786602

M/s. India

TENDER NOTICE NO.: DCO5595P15 Date: 05.12.2014

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/

SERVICE.

LOCATION

CONTRACT **PERIOD**

i)Bid Closing/ Opening date

ii)Earnest money

deposit

Repairing of heat exchanger which is booster compressor discharge

cooler

of LPG Plant.

LPG Recovery Plant

3 month

20.01.2015 5.000.00 (RUPEES

FIVE **THOUSAND** ONLY)

	a) Earnest money deposited/Not of	deposited vide D.Draft/B.Chequ	ue/Money Receipt
No	dated	of	
_	In Consult Demonstration III is Now that	1	

- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.
- 2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

HEAD-CONTRACTS OIL INDIA LIMITED (A Govt. of India Enterprise) Contracts Department, Duliajan, DISTRICT: DIBRUGARH

ASSAM. PIN: 786602

All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccssful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

- 3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at HEAD-CONTRACTS's office before any attending tenderers. Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.
- 4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be

TENDER NOTICE NO.: DC05595P15 Date: 05.12.2014

considerated to be correct.

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

- 6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering 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 recived from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 The tender must be valid for 180 (One hundred & eighty) days from the date of openning of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

HEAD-CONTRACTS
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
- 01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- 02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- 03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.
- 04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.
- 05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.
- 06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.
- 07. In case of Trusts registered under the Indian Trust Act Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed

TENDER NOTICE NO.: DC05595P15 Date: 05.12.2014

and copies Service Tax and Central Excise Registration Certificate.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

- 13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The 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.
- 14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.
- 15.0 Mobilization against the contract must be completed within 20 days from the date of issue of LOA. The work shall have to be started within seven days from the date of work order.
- 16.0 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.
- 17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 DISCOUNTS / REBATES.

- 1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.
- 1.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 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.

20.0 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.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

CHIEF MANAGER CONTRACTS (O) For HEAD-CONTRACTS

WORKS CONTRACT

DCO5595P15

DESCRIPTION OF WORK/SERVICE :-

Repairing of heat exchanger which is booster compressor discharge cooler of LPG Plant.

GENERAL CONDITIONS OF CONTRACT(GCC)

MEMORANDUM OF AGR	EEMENT made this	day of	Between OIL
			nd having its Registered Office at
Duliajan in the District of I	Dibrugarh, Assam (herei	inafter called Company) of the one part and Shri/Smti
	and Shri/Smti		_carrying on business as partners
/proprietor under the firm	n name and style of	M/s	with the main Office
at	_in the District of		aforesaid (hereinafter called
'Contractor') on the other pa	rt.		
<u>WITNESSETH :</u>			
part-II of this Contract in ac General Specifications read	ccordance with the 1968 (I in conjunction with any c	General Conditions of G drawings and Particular	e Schedule of work which forms Contract of Oil India Limited and Specifications & instructions which he Company as per Part-IV of the
Contract at		· · · · · · · · · · · · · · · · · · ·	
•	ral Conditions of Contract of	of Oil India Limited which	ning as are respectively assigned n the Contractor has perused and is

- 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 upto 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.

DCO5595P15 GCC

- 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. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.
- 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 upto 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 thereunder.
 - vii) Employees Pension Scheme, 1995.
 - viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
 - ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - x) AGST Act.
 - xi) Service Tax Act.

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

- 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 13 weeks from the commencement date mentioned in the work order. The contractor must complete the work 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.

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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 event taking shape or form at any place of the Company's works or and its neighbourhood.

10.	The	tendered	all-incl	usive	Price (i.e.	the	Contra	act	price)	is	Rs.						
(Rup	ees_															on	ly.)	
but t	he C	ompany sh	all pay	the (Contractor	only	for	actual	work	done	at	the	all inclusive	rates	set	down	in	the
Sche	edule	of work par	t II of th	is Co	ntract.	•												

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

- 11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekaders and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/recovered by the Jamadar from the wages of the workmen.
- 13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflamable materials within any company's fenced area.
- 15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider(if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
- 17. The Contractor shall deploy local persons in all works.
- 18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).
- 20. Special Conditions
- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

Contractor 3 Company

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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 antecendents 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 Bid Security/Performance Security shall be forfeited and 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
- 27.1 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.

IN WITNESS whereof the parties hereunto set their hand	s seals the day and year first written above :-
SIGNED & DELIVERED FOR AND	

Contractor 4 Company

<u>DCO5595P15</u> GCC

ON BEHALF OF	(Signature of Contractor or his legal Attorney)
by the hand	(Full Name of Signatory)
of	
its Partner/Legal Attorney	(Ocal of Ocarba at all Firm)
	(Seal of Contractor's Firm)
And in presence of	(Signature of witness)
Date :	 (Full Name of Signatory)
	Address:
	(Signature of Acceptor)
SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED	Designation
Date	

WORKS CONTRACT

Tender No. DCO5595P15

SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Inspection, testing & leak detection. Specification of Equipment HE 15.08 listed out in Special Conditions of Contract (SCC	Activity unit).	1.000		
20	Plugging	Activity unit	1.000		
30	Rolling/Expanding	Activity unit	1.000		
40	Applying leak sealing agent	Activity unit	1.000		
50	Brazing	Activity unit	1.000		
				Total Amount(Rs):	

Note:- 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.

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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO5595P15

Present problem: The Heat exchanger, to be repaired, was commissioned in 1982. The same have been running smoothly for more than 30 years and with 0.5 kg per sq. cm standard pressure drop across the unit. However recently the pressure drop across the unit has been found to be about 4.0 to 5.0 kg per sq. cm. This heat exchanger is subjected to a working pressure of 42 - 44 kg per sq.cm continuously. View above, repairing of the said unit is necessary now.

I. Scope of work:

- 1. The Heat exchanger is to be repaired by the party in shortest possible time, the party shall try to finish the actual work as early as possible may be within 2 days.
- 2. The party shall carry out the job with their own man power & equipment. Contractor shall mobilise adequate resources to take up the job to finish the same as early as possible.
- 3. After completiong of the job, the party shall carryout the leak detection testings through hydro testing/pnuematic testing of the heat exchangers.
 - 4. The payment shall be released only after successful on-line operation for 72 hours.
- 5. The party shall submit OIL about their tentative requirement like crane service, electricity, water, air immediately after award of the contract.
 - 6. In case of any defect in workmanship, the contractor has to rectify the same at his own expense.
- 7. Any other job which needs to be carried out for completion of the job which is not mentioned in the scope of work shall also be done by the party without any additional claims.
- 8. To and fro transportation of manpower, tools/tackles, machineries & instruments etc. from party's godown to work site at Duliajan & back, shall be arranged by the party at free of cost.
- 9. Cutting of gasket from sheet shall be done by the party, however gasket materials shall be supplied by OIL.
 - 10. Opening & refitting of all connections, flanges, air/water etc. are in the scope of party.
- 11. Area cleaning, scrap removal shall be done daily during job execution or after job completion as per direction of Engineer in charge (OIL).
 - 12. All safety PPEs shall be arranged by the contractor.
 - 13. Plugs of suitable MOC & leak sealing (belzona) compound etc. shall be arranged by the party.

II. OIL's Scope:

- 1. OIL shall arrange for crane service for the above job.
- 2. OIL shall also provide suitable lighting arrangement, water supply point, electric connection point & Scaffolding materials. However all electrical and other instruments shall be brought by the supplier to site on returnable basis.

III. SPECIFICATION OF EQUIPMENT HE 15.08:

EQUIPMENT DETAILS:

Equipment No.: HE 15.08

DCO5595P15 SCC

Equipment Name: BOOSTER COMPRESSOR DISCH COOLER

Type: NEN

Description Shell Tube
Size: Dia (inch/mm) 813(ID)mm 3/4"
Length (mm) 7314 7320

Nom Thickness (mm) 22 16 BWG

Number 1 622

Design Pressure,PSIG(kg/cm2) 45.7(650PSIG) 7.0(100 PSIG)
Design Temperature (0F/0C) 93 Deg.C(200 Deg.F) 65.5degreeC

Working Pressure PSIG (kg/cm2) 595(PSIG) 59 PSIG

Temperature Inlet(DegreeF) 149 85
Outlet (DegreeF/DegreeC) 100 100
Corrosion Allowance (inch/mm) 1/16" 1/16"

Radiography Spot Spot PWHT/ Stress Relive - -

Hydraulic Test Pressure (kg/cm2) 68.5 10.5 Service fluid Natural Gas Cooling Water

Insulation (Hot/ Cold) None -

Material Of construction SA-516 Gr.70 Admirality SB-111/AL-443

Material Of Construction OF Channel A-537 CL.1

Channel Thickness (mm) 10 mm

Design Code ASME Section VII, Div. 1 TEMA CI-C

Year of Fabrication 16/12/1981

Manufacturer TWSTEELS LTD, AHMEDABAD

IV. BID REJECTION CRITERIA (BRC):

Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirement shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected -

(A) TECHNICAL:

- A.1 Bidders must have adequate knowledge and must possess relevant experience of doing similar jobs satisfactorily in hazardous gas processing plants or LPG plants or Refinery only. Documentary evidence for experience must be submitted, otherwise bid will be rejected.
- A.2 Bidder must have relevant experience (Work completion certificate & Work Order) in carrying out similar nature of 2 (two) Nos. of job as defined in this tender with PSUs/ Central Govt./ State Govt./ Petroleum sector in last 7 (seven) years from date of bid opening.

Similar nature of works shall be considered as given below -

Bidder should have successfully executed work of the nature of "repairing & maintenance job, hydro-testing of heat exchangers in any production installations in hazardous gas processing plants or Refinery or LPG plant".

- A.3 The average Annual financial turnover of the bidder during the last 3(three) years ending 31st March 2014 must be minimum of Rs. 3,00,000.00 (Rupees Three Lakhs only). Documentary evidence in support of turnover must be submitted along with Bid. The proof of annual turnover should be in the form of copies (attested / self-attested) of either of the following:
 - a. Audited Profit & Loss account and Balance Sheet

OR

b. Certification from Chartered / Cost Accountant firm indicating the Membership Number & Firm Registration Number.

(B) <u>COMMERCIAL</u>:

DCO5595P15 SCC

- B.1 The bids are to be submitted in single stage under composite bid system i.e. Technical Bid and Price Bid together.
- B.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- B.3 Bid security (EMD) shall be furnished as a part of the Bid. The amount of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected.
 - B.4 Bids received after bid closing date and time will be rejected.
 - B.5 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.
- B.6 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- B.7 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign on all pages, failing which the bid will be rejected.
- B.8 Bidders must quote clearly and strictly in accordance with the price schedule of Bidding Documents otherwise the bid will be rejected.
- B.9 The bid documents are not transferable. Bid made by parties who have not purchased the bid document from the company will be rejected.
- B.10 Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.
- B.11 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- B.12 Bidder must accept and comply with the following clauses as given in the Tender Document in toto, failing which offer will be rejected:
 - i) Performance Guarantee Bond Clause
 - ii) Force Majeure Clause
 - iii) Tax liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage cum Penalty clause

V. <u>BID EVALUATION CRITERIA (BEC)</u>:

The Bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below -

- a. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items (i.e. schedule of works, units, quantity, rates) of the tender.
- b. In case of identical lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between parties offering the same lowest price.

VI. **GENERAL**:

DCO5595P15 SCC

- (a) In case bidder takes exception to any clause of Tender 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.
- (b) To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before fifteen days from the date of clarification sought by the Company, failing which the bid will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- (c) In case any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.
- (d) The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- (e) OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO5595P15

All tools,tackles, manpower(skilled & unskilled), standard PPEs for workman and any other material required for carrying out the job shall be in the party's scope.

To

HEAD-CONTRACTS
Oil India Limited
DULIAJAN

SUB:SAFETY MEASURES Tender No : DC05595P15

Description of work/service:

Repairing of heat exchanger which is booster compressor discharge cooler of LPG Plant.

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following

)	
i)	
ii)	

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.

(Seal)	Yours Faithfully
Date	M/s
	CONTRACTOR FOR & ON BEHALF OF