



OIL INDIA LIMITED
(A Government of India Enterprise)

P.O. Duliajan - 786602, Assam, India.

E-mail : contracts@oilindia.in

OIL INDIA LIMITED invites Indigenous Competitive Bid from experienced contractors/Firms for following services:

IFB No.	Description of service	Earnest money	Technical Bid closing/ opening date
DCO 3138P12/KB	Repairing of tank bottom plate of 1 (one) no. 795 KL capacity Crude Oil Storage Tank at Moran OCS Oil Collecting Station.	Rs. 6400	13.09.2011

2.0 Period of Sale of Bid document : From 23.08.2011 to 12.09.2011.
Technical Bid closing / opening date& Time:13.09.2011 (12:45 hrs / 13:00 hrs)

3.0 Cost of Bid Document : Rs.500.00

4.0 Cost of Bidding Document (Non-refundable & Non-transferable) of **Rs. 500.00** each by D/Draft in favour of M/s Oil India Limited and payable at Duliajan is to be sent to: Head-Contracts, Oil India Limited, P.O. Duliajan, Assam-786602.

5.0 PSU's and SSI units registered with NSIC claiming exemption from payment of Bid Document cost should submit their request with all credentials at least 7 days in advance .

6.0 Eligibility criteria for Bidders and other details of Tender can be also be seen through OIL's web site www.oil-india.com .

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

M/s.
India

TENDER NOTICE NO.: DCO3138P12/KB

Date: 18.08.2011

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 tank bottom plate of 1 (one) no. 795 KL capacity Crude Oil Storage Tank at Moran OCS Oil Collecting Station.	Assam Field (Moran OCS)	10 (ten) weeks	13.09.2011 6,400.00 (RUPEES SIX THOUSAND FOUR HUNDRED

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
- 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

U.R.BORAH
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 unsuccesssful 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 U.R.BORAH'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

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 opening 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

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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

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 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.

HEAD-CONTRACTS
For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO3138P12/KB

DESCRIPTION OF WORK/SERVICE :-

Repairing of tank bottom plate of 1 (one) no. 795 KL capacity Crude Oil Storage Tank at Moran OCS Oil Collecting Station.

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 _____ .

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 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.

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 10 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.

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-inclusive Price (i.e. the Contract price) is Rs. _____ (Rupees _____

_____ only.) but the Company shall pay the Contractor 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 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 Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

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

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

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

16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.

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

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

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

20. Special Conditions

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

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

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

21. ARBITRATION :

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

Place of Arbitration : DULIAJAN .

22. FORCE MAJEURE :

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

23. LB 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 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 hands seals the day and year first written above :-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

----- by the hand

of -----
its Partner/Legal Attorney

And in presence of

Date : _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Date _____

(Signature of Contractor or
his legal Attorney)

(Full Name of Signatory)

(Seal of Contractor's Firm)

(Signature of witness)

(Full Name of Signatory)

Address:

(Signature of Acceptor)

Designation _____

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

WORKS CONTRACT

Tender No. DCO3138P12/KB

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	Barrier Wall and scaffolding materials: Erection of barrier wall with CGI sheet to a height of 7500 mm to isolate the working area from the existing installation on three sides and as per the instruction of the site engineer. The wall should be strong enough with proper structural supports and drawings should be submitted to site engineer for approval prior to erection job. No hot job (welding/ cutting/ grinding etc) would be allowed at site during the installation of the barrier wall and also in the working place till the wall is completed and make the area completely free from gas which is to be confirmed by gas testing. The required pipes for the posts shall be supplied by company. For details, please refer to special terms and conditions [(Clause 18.0 B(i)(a)]. supply scaffolding materials required for the	Job	1.000		

Moreover, the bidder to

20	job. Fabrication/ construction of Jack Supports: Supply, fabrication, erection of support of MS Joist/ Channel and plates etc. and construction of foundation for individual jacks for jacking up the tank.	Metric Tonne	0.750
30	Cutting and removal of materials: Cutting the joint between bottom & sell plates, jacking up the tank, removal of the damage/ corroded bottom plates for replacement with a new one.	Job	1.000
40	CC work: CC work in Tank foundation.	Cubic meter	7.000
50	Sand & Bitumen Pad: Sand & Bitumen Pad on CC work.	Cubic meter	3.000
60	Supply of materials and placement: Supply of plates (10 mm), cutting in shape & size preparation of edge of new plates and welding in position.	Metric Tonne	7.800
70	Welding of Tank shell with bottom plate: Tank shell edges to be welded with bottom plates.	Meter	38.000
80	Application of epoxy primer and paint: Preparation of surface by sand blasting and supply and application of oil base epoxy primer and paint	Square meter	130.000
90	Vacuum testing and Hydro testing: Vacuum testing of the welded joints, box up the tank and hydro testing.	Job	1.000
100	Calibration: Calibration of the tank	Job	1.000

Total Amount(Rs):

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

OIL INDIA LIMITED
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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO3138P12/KB

1.0 WORK ORDER:

i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the Company shall issue work order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.

ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

2.0 PROGRAMME OF WORKS TO BE APPROVED BY THE ENGINEER:

i) Immediately after receipt of the work order, the Contractor shall submit a plan of the entire job to the Engineer for approval. The Contractor shall be bound by the submitted program, not only wholly but also phase-wise after getting approved by the engineer.

ii) While the works are in progress, the Contractor can submit a revised program of works for further approval from the engineer, if and when an unforeseen condition or a combination of such conditions so demand provided, the Engineer is fully satisfied about the changed circumstances necessitate for revised program. Such approved Revised Program shall then replace the earlier program.

iii) The Engineer shall have the authority to call the Contractor at any time while the works are in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the Engineer such a phase is considered too complex requiring further break-up into sub-phases. In such an event, the Contractor shall, if so required by the Engineer, furnish such information also to the Engineer so as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered the Contractor shall be bound by such sub-phase of the program as part of the overall program.

3.0 COMMENCEMENT OF WORK:

The Contractor shall commence the works within the required number of days after the date of issue of the work order or of an instruction in writing to this effect by the Engineer or from the date specifically mentioned in the work order, the Contractor shall proceed with the work in an efficient manner following the detailed program which is previously approved by the Engineer, as described in the contract.

4.0 SETTING OUT OF WORKS:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the contractor on being required so to do by the Engineer shall at his own expense rectify such error to the satisfaction of the

Engineer unless, such error is based on incorrect data supplied in writing by the Engineer in which case the expense of rectifying the same shall be borne by the Company.

5.0 EXECUTION OF WORKS:

i) Before submitting bid documents & in case of any doubt, the Contractor should clarify the specifications of different items of the contract from the department concerned. Afterwards, decision of the Company's engineer regarding clarification of any item of the contract will be final and no compromise will be made in any respect.

ii) The Contractor has to complete the job within the stipulated time (no job will be allowed to carry out in the OCS after daylight hours) using the required tools and equipment.

iii) The Contractor shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the Engineer or any other representative of the Company may have given in respect of the method, materials or workmanship of any part or the whole of the works or of any tests carried out either by the Contractor or by the Company. Subject to the foregoing the Contractor shall be at liberty at his own risk, to employ his own method subject to the approval of the Engineer, for the execution of the works. If in the opinion of the Company or the Company's Engineer duly authorized for the purpose hereof, the works or any item thereof is found to be not in accordance with the specifications and exhibits, the Contractor shall remove the defect and re-execute the works or the item in accordance therewith at his own expense, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any delay caused in remedying any defective performance shall not absolve the Contractor from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.

iv) The Contractor shall give reasonable time notice to the Company's Engineer of the readiness of each part of the works for examination or test and if the examination or test is by an authority other than the Company, the date fixed for the examination or test shall also be intimated. If the works requiring appropriate approval or testing are covered up without such approval having been given or such test (s) carried out, then the Contractor shall at his own expense uncover such works to the extent necessary for appropriate examination or test and shall at his own expense cover it on completion of such examination or test. The Contractor shall uncover any inspected by subsequently questioned work or item of work if so requested by the Engineer. If such works are found to be in accordance with the specifications and exhibits, the work involved in re-examination and replacement shall be treated as an addition and shall be paid for by the Company. If such works be found not in accordance with the specifications and exhibits all costs involved in re-examination and making good the defect and replacement shall be borne by the Contractor.

v) Since OCSs are vital oil installation, all statutory regulations related to OIL Mines which are not spelt out here are to be adhered to.

vi) Company official will initially brief the work persons engaged for the job about the rules and regulations to be followed.

6.0 WORKS TO THE SATISFACTION OF THE COMPANY:

The Contractor shall execute the works entirely in strict accordance with the accepted practices, laid out standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter relating to this contract.

7.0 ACCEPTANCE OF WORKS:

The Contractor shall be responsible for the care and maintenance of the works until the works are accepted in writing by the Company; such acceptance is to be made without unreasonable delay after the Company is

satisfied, that the works have been completed in accordance with the specifications. The Contractor shall give the Company prompt notice of completion. Failure on the part of the Engineer to condemn or reject inferior work or materials shall not imply acceptance of such works or materials. It may further be noted that the giving of written acceptance of the works shall not be deemed a waiver by the Company of any claim in respect of latent or hidden defect in the materials or workmanship and the Contractor agrees to repair, replace forthwith at his own expense any part of the works found within one year from such acceptance to be subject to such defects, unless such defects are in materials originally supplied by the Company provided that the Contractor's treatment/ handling of such materials did not cause or contribute to the defect.

8.0 MEASUREMENT OF WORKS:

i) The quantities detailed in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by the Contractor in fulfillment of his obligations under this contract. The quantities of works to be considered for purpose of payment shall be those actually executed either in accordance with detailed drawings or with the written instruction of the Engineer.

ii) In respect of completed works accepted by the Engineer either in part or in full at his discretion, the Engineer shall in consultation with the Contractor call upon the Contractor by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. The Contractor or its authorized representative shall be present at the site and shall furnish to the Engineer all particulars required for a proper measurement. Should the Contractor not attend or neglect or omit to send such authorized representative, then the measurement made by the Engineer or approved by him will be the conclusive measurement of the works and the Contractor shall accept such measurement.

iii) In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the Engineer wherein applicable or by measurements of detailed items as described in sub-clause 9 (ii) above as deemed necessary and at the discretion of the Engineer wherever applicable.

iv) All measurements shall be duly recorded by the Engineer in the Company's measurement book and the Contractor shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.

v) Schedule of quantities shall be deemed to have been prepared and measurements shall be made in accordance with the procedures described for the various classes of work in the specifications or if no procedure be so specified then the method of measurements shall be as described in the Schedule of Works for the corresponding items of work.

vi) All materials/ equipment to be supplied/ used by the Contractor in accordance with this contract shall be measured/ inspected after the materials/ equipment have been duly approved as to their specifications and other requirements by the Engineer, before the material/ equipment is used on the work in presence of the Contractor or its authorized representative. Such measurements shall be duly recorded as per sub-clause 8 (iv) above.

vii) The Engineer shall be free to reject for purpose of measurement any materials/ equipment supplied by the Contractor at sites if such materials are not up to the required specifications and differ from the previously approved samples.

9.0 RIGHT OF INSPECTION:

The Company shall have the right but not the obligation to inspect the works during its progress. The Contractor shall provide proper access for such inspection.

The Company shall provide Inspectors for this purpose and shall arrange for all inspection and tests to be carried out promptly after notification.

10.0 DELAYS IN WORK BY THE CONTRACTOR:

If the Contractor is responsible for a delay in progress of the works, the Contractor shall, without additional cost to THE COMPANY work overtime and/ or mobilize/ utilize such additional equipment and personnel at any time to improve the progress of the work as may be necessary to eliminate delay in final completion of the works within the stipulated time of completion. However, the job is to be carried out in the day light hours only and in no circumstances the Contractor will be allowed to work in the installation during the night hours.

11.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR:

i) The Contractor shall furnish all materials consumables, labours, tools, supervision, plant and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by the Contractor unless otherwise specified shall be of a suitable grade and type and where such materials are to form part of the permanent works shall also be new. No substitution of any materials shall be made without the written approval of the Company and any materials, which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to the Company. In all cases where an article is specified with the words "Approved Equal", the Company shall be the sole judge as to whether the substitution specified is equal to the materials specified and its decision shall be final. Any equipment furnished by the Contractor shall be suitable for the purpose for which it is to be used and shall be in good condition.

ii) The Company shall have a first lien on all plant and machinery brought or caused to be brought by the Contractor for all payments by the Contractor to the Company under this contract with our prejudice to the right of recovery in any other manner as provided in this contract or otherwise.

iii) Electricity, water, accommodation etc. for Contractor's men will not be provided by the Company. These are to be arranged by the Contractor itself. Further electrical power required for construction works shall also be arranged by the contractor.

iv) No transport for transfer of Contractor's men & material will be provided by the Company.

12.0 THE CONTRACTOR'S EMPLOYEES:

i) The Contractor shall perform the works in a workmanlike manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The Engineer will have the right to require the removal from the works of any employee of the Contractor of who in the Engineers opinion may be incompetent, careless or not qualified to perform the works assigned to him.

ii) Before starting the job, the Contractor will have to submit the list of competent skilled persons with valid certificate wherever necessary who will carry out the job. If Company desires, the competent persons of the Contractor will have to pass necessary tests conducted by the Company.

iii) The contractor should engage a supervisor under whose presence the job should be executed.

iv) The contractor shall not engage minor workers below 18 years of age under any circumstances.

v) The contractor must obtain "Entry Permit" from CISF of OIL for all his/ her workers to enable them to work inside the installation.

vi) All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.

vii) The contractor will be responsible for the camp site required for his/ her employees for execution of the job.

13.0 SERVICES/ EQUIPMENT PROVIDED BY THE COMPANY:

If by reason of any event occurring to, in or in connection with the works, either during execution of the work or during defect liability period, any remedial or other works, which in the opinion of the engineer be necessary and the contractor is unable or unwilling to do such works/ provide services or equipment as the case may be, then the company may, by its own or other, do such works/ provide services or equipment as the engineer may consider necessary. If in the opinion of the engineer the contractor is liable to do so at his own expenses under this contract, all costs and charges including overheads incurred by the company in doing so shall be paid by the contractor to the company or may be deducted by the company from any money due or which may become due to the contractor. The costs incurred by the company shall be assessed independently by the company as per the company's standard and prevalent practices and no dispute on this account shall be entertained in any circumstances whatsoever.

14.0 PERFORMANCE GUARANTEE:

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

15.0 SAFETY MEASURES:

Fabrication and erection job of the tanks 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, besides erection the fire barrier wall as specified in the Service Line No. 20 of the SOW.

15.1 "Hot Work Permit" shall be obtained from the concerned Installation Manager of the OCS 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.

15.2 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.

15.3 Tools and Tackles used will be of non-sparking type.

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

15.5 Stand by fire fighting 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 fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

15.6 It will be solely the Contractor's responsibility to fulfil 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.

15.7 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.

15.8 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.

15.9 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.

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

15.11 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.

15.12 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.

15.13 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

15.14 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.

15.15 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.

15.16 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.

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

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

15.19 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.

15.20 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.

15.21 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.

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

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

15.24 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.

15.25 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.

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

15.27 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.

15.28 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.

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

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

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

16.0 TIME OF COMPLETION:

Time of completion for the repairing of tank is 10 (ten) weeks after issue of work order. Hence, the contractor will have to deploy sufficient manpower along with sufficient tools and machineries for completing the job within the stipulated time frame.

17.0 TIME FOR MOBILISATION & COMPLETION OF ALL CONTRACTUAL FORMALITIES BY THE CONTRACTOR:

The contractor must complete all contractual formalities within 7 (seven) days after issue of letter of Intent awarding the contract. Further, all mobilization activities shall be completed by the contractor within 10 (ten) days from the issue of Purchase Order by the company.

18.0 TECHNICAL TERMS AND CONDITIONS:

A. SCOPE OF WORK;

Works under this contract are for cleaning 1 no. of 795 KL crude oil tank, cutting the joints between the bottom and shell plates), jacking up the tank for repairing the tank bottom along with repairing of foundation and related Civil Engineering jobs, hydraulic testing, calibration etc. inside Moran OCS. The scope of works is as under:

- i) Isolation and cleaning the existing 1nos x 795 kls capacity damaged crude oil storage tank and clean and transport the sludge recovered from the tank to the sludge pits within the OCS.
- ii) Dismantling of the piping and the materials from the tank.
- iii) Supply, fabrication erection of support of MS Joist/ Channel and plates etc., construction of foundations for individual jacks for jacking up the tank.
- iv) Jacking up the tank, cutting the joint between bottom & shell plates, removal of the damage/ corroded bottom plates for replacement with a new one.
- v) Erection/ carry out the necessary repairing of the existing foundations of the tank.
- vi) Supply of plates (10 mm)for the bottom plate, cutting in shape & size preparation of edge of new plates and welding in position.
- vii) Welding the new bottom plates to the tank.
- viii) Preparation of surface by sand blasting and supply and application of oil base epoxy primer and paint.
- ix) Vacuum testing of the welded joints, box up the tank and hydro testing.
- x) Calibration of the Tank

B. GENERAL GUIDELINES FOR TANK REPAIRING JOB:

i) REPAIRING OF THE EXISTING CRUDE OIL TANK:

Since the proposed job would be carried out in the running installation, proper arrangement is to be made to isolate the entire working area from the existing processed/ operational area of the installation. The following jobs are planned for the purpose:

a) Fire barrier wall:

Supply, fabrication and erection of temporary CGI Sheet fire barrier wall between the work site and the process units of the OCS. The barrier wall should cover the three sides of the tank area (work site) and of around 7500 mm height (one side will be kept open for fire fighting purpose). The CGI sheets should be overlapped to each other in such a manner that no gaps occur between the joints and the area is completely shielded off. The contractor may also use some sealed compound over these joints to make it leak proof. The contractor will supply all materials required for the wall. The company, may however, supply the scrape pipes required for the job on contractor's request and after completion of the tank erection job, the wall will be dismantled by the contractor at his cost. The bidder is to provide fabrication drawing of the barrier wall along with specification of the materials for the scrutiny and approval of the site engineer.

b) Isolation of the entire working area from the process system:

All the pipelines (oil, gas, flow-lines, water-lines, fire hydrant line etc) connected to the existing tank are to be isolated in the outside of the working area for the safety reason. The job may involve by installation of plugs, blind flanges, valves etc on the existing lines and also digging of these lines if required.

c) Collection of oil/ sludge:

The company will evacuate the crude oil from the tanks before handing over the same for dismantling. However, the remaining quantity of the oil/ water, tank-bottom sludge will have to be transported by the contractor to the site shown by the Installation Manager within the OCS.

d) Cleaning of the tank before dismantling:

The tank is to be cleaned properly before starting the repairing job. All the jobs during the cleaning operation should be done as per the relevant standard. After the proper cleaning of the tank, the contractor will offer the tank to the Installation Manager for inspection and gas detection test would be carried out in the tank. Only after full satisfaction of the site engineer, the tank would be offered for repairing in writing by the Installation Manager

e) Repairing of the tank:

The tank would be repaired by Jack-up method.

ii) FOUNDATION JOB FOR THE TANK:

After jacking up the tank, a joint visit would be carried out at site to ascertain the condition of the tank foundations. Normally, the tank foundations would to be filled up with sand and new bituminous carpeting would be done over it including cement concrete repairing job.

iii) REPAIRING OF TANKS:

a) The tank shall be repaired by Jack-Up method. All works of fabrication and erection, inspection and test shall be done in accordance with API-650.

b) The bidder to supply M.S. Joist/ channel, plates etc. required for the repairing job.

c) The contractor has to supply all the steel plates of tested quality conforming to IS: 2062 including labour, machines, equipment, consumables etc. required for repairing of the tank bottom plate.

d) The welders engaged for the job must have sufficient experience in similar jobs to ensure proper quality of welding. Prior to engagement, all welders will be subjected to tests by the company and only the approved welders will be allowed to carry out welding jobs.

e) Tanks plates and other materials supplied by the contractor will also be inspected/ tested by the company engineers and only the approved materials will be allowed to use. Rejected materials will be replaced at contractor's cost.

f) The electrodes used shall be of suitable gauge and specification and will be approved by the company engineer. Prior to starting of erection job, once approved, change of electrodes will not be allowed during the process of welding. All necessary alignment and end preparation of the plates shall be done prior to welding.

g) The entire job shall be carried out under constant supervision of contractor's experienced and qualified personnel.

h) Welding shall be of radiographic quality conforming to API-1104 specification. The welding joints will be subjected to random radiographic test in accordance with STD, API-650.

i) The plate sizes of the tanks as shown in the drawing are only indicative. If all the plate sizes are not available in the market at the time of construction and if the company is satisfied that required plates are not really available in the market (Documentary proof to be submitted by the contractor to the company from appropriate authority), then the nearest higher size of plate will be accepted by the company. In such a case, the contractor will have to modify

the drawing and submit them for approval of the company before execution. In such an event, payment will be made for difference between the plates as per drawing and the plates actually used. Always a thicker plate will be used in case of non-availability of the plates indicated in the drawing. However no other payment including for increase in length of welding joints due to use of alternative size of plates in length, width & thickness will be made.

j) Straightening:

Straightening of materials shall be done by pressing before being laid out or worked on in any way or by methods that will not injure it. Heating or hammering is not permissible unless the material is heated to forging temperature.

k) Finish of plate edges:

Plate edge preparation for finishing is to be done by any one of the following methods:

1. Planning
2. Flame cutting by machine
3. Flame cutting by hand followed by removal of slag and irregularities by machining, grinding, chipping or filing.
4. Shearing, but shearing shall be limited to maximum up to 10 mm thickness of plates for butt welded joints.

iv) GENERAL PROCEDURE FOR REPAIRING OF THE TANK:

a) Repairing of the tank shall be as per drawings provided by the Company.

b) Final welding to the plates shall start only after the alignment, weld preparation and positioning of the plates and thoroughly checking and approving by the site engineer.

c) Tank bottom will have a slope.

d) After being cut the tank for repairing and marked, the bottom plates shall be joined by welding and joints in sequence that will produce minimum inequalities in the bottom plate surface when the tank is completed. Overlap of welding & sequence of welding of the bottom plates, should be such that it eliminate distortion of the bottom surface.

v) CIVIL ENGINEERING JOBS:

All civil engineering jobs as specified in the Schedule of Works of the contract shall conform to relevant code/standard as well as specifications provided in the Schedule of Works of the contract.

vi) INSPECTION AND TESTING:

A) Inspection & Testing of materials:

a) The Company shall be entitled at all times at the risk of the contractor to inspect and or test by itself or through an independent person(s) or agency (ies) appointed by the company and/ or to direct the contractor to inspect and/ or test all materials, items and components whatsoever supplied or proposed for supply for incorporation in the works, inclusive, during the course of manufacture or fabrication by the contractor and/ or at the contractor's works or otherwise the inspection and/ or test shall be conducted at the expense of the contractor and if conducted by the contractor may be directed by the company to be conducted by the agency (ies) nominated by the company and/ or in the presence of a witness (es) or agency (ies) nominated by the Company.

b) The site engineer shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items or components) supplied by the contractor for incorporation in the works notwithstanding previous inspection and/ or testing thereof by or on behalf of the Company without rejection and notwithstanding previous approval thereof by or on behalf of the Company the decision of the site engineer as to

any defect as aforesaid being final and binding upon the contractor and upon such rejection the contractor shall perform such work as shall be necessary to bring the material/ item/ component to the requisite standard or shall if so required by the site Engineer (whose decision in this behalf shall be final) remove the rejected material/ item/ components from the job site within the time specified by the site engineer and replace it at his own cost and expense with material(s)/ item(s) component(s) approved by the site engineer.

B) Inspection & Testing of works:

a) The contractor shall at all times ensure high standard of workmanship, related to the work to the satisfaction of the site engineer. The site engineer shall have the power to inspect the work in all respects at any and all times upto the completion of the work as also to test or instruct the contractor to test the works or any structure, material(s) or component(s) thereof at the risk and cost of the contractor.

b) The contractor shall provide all facilities, instruments, materials/ labours etc. required for testing of the works and shall provide the site engineer all assistance necessary to inspect the tests carried out by the contractor.

c) Should the site engineer on inspection or test be not satisfied with the quality or workmanship, of any work, material or component (the decision of the site engineer being final in this behalf) the contractor shall re-perform, replace, re-install and/ or re-erect as the case may be such work, structure material or component and no such rejected work, structure, materials or item or component shall be re-used with reference to the work except with the prior permission of the site engineer.

C) Final test and possession of works:

a) As soon as the works have been completed in all respects to the satisfaction of the site engineer, final tests of the works shall be undertaken by the contractor at the risk and costs of the contractor in the presence of the site engineer. The company may at its discretion permit final tests in piecemeal in respect of particular part (s) or sections(s) or group(s) of the works or in respect of particular job site (s) involved.

b) Upon satisfactory completion of the final tests, the site engineer shall prepare a final test certificate witnessed by the contractor, which shall certify the date on which the final tests in respect of the works have been successfully completed and where final tests have been conducted in piecemeal shall certify in date on which the final tests in respect of the concerned part(s)/ sections(s)/ group(s)/ job site (s)/ have been successfully completed.

c) As and from the date of successful completion of final tests as mentioned in the final test certificate the Company shall be deemed to have taken over the work(s)/ part(s)/ section(s)/ group(s), in respect of which final test certificate have been issued.

d) If during the Final Tests or prior thereto any defect (s) in any work performed or structure or component installed/ erected or material or other items incorporated in the works is/ are noticed, the contractor shall forthwith remove and / or demolish the same and re-perform, replace, reinstall or re-erect the same and otherwise do and provide whatever is necessary to be done or provide to correct, repair and/ or rectify the defect (s) to the satisfaction of the site engineer.

D) Inspection and testing of tanks and pipeline:

Visual inspection-

a) Inspection of all welds shall be carried out as per API 1104. Finish weld, shall be visually inspected for parallel and axial misalignment of the work, cracks, inadequate penetration, un-repaired burn through, dimension and other surface defects and it must present a neat appearance.

Radiographic examination-

b) Normally, the radiography of the welding joints would be carried out by an inspection agency engaged by the

Company through a separate contract.

E) Pressure testing of tank:

Bottom plate test:

- a) Tightness of the bottom plate shall be checked by air pressure test at 75 mm water column or by vacuum box. The gauge in case of vacuum test should register a partial vacuum of at least 2 PSI.
- b) The entire weld length shall be tested in presence of site engineer.
- c) All equipment required for testing shall be supplied by the contractor.
- d) The contractor shall perform the hydrostatic test in presence of the site engineer or the Company's representative.

vii) REPAIRS OR REMOVAL OF DEFECTS:

- a) Defects that are not within the acceptable limits shall be removed from the joint completely by chipping or grinding.
- b) No repairs shall be carried out without prior approval of site engineer.
- c) All leaks detected during testing shall be repaired to the satisfaction of site engineer and on completion; the entire tank shall be tight and free from leaks.
- d) After completion of all repairs, the tank shall be retested in accordance with the procedure mentioned earlier.

viii) CLEANING:

- a) All equipment in the system shall be cleaned and flushed free of all dirt, debris and loose foreign material after approval of pressure testing by the engineer/ engineer-in-charge.
- b) Orifice plates and other similar restrictions shall not be installed in the piping system until flushing has been completed.

ix) PAINTING:

- a) The surface of the tank is to be prepared by sand blasting and is to be coated with oil base epoxy primer and paint.
- b) Surface preparation for painting:
 1. Any surface to be painted shall be quite clean. It shall be free from rust, scale, sharp points, weld spatter, flux dust, grease, oil and other foreign materials before paint is applied.
 2. Solvent cleaning shall be adopted only in extreme cases with the approval for the site engineer.
 3. Surface treatment shall not be done under hurried conditions without approved precautions and prior approval of the Engineer-in-charge.
 4. All surfaces which show traces of oxidation after cleaning and before applying paint shall be cleaned again.
 5. Spark proof tools shall be used in flammable areas.

x) WELDERS TEST:

All welders engaged by the contractor for performance of the work shall be subjected to welders test as per relevant codes and they will be allowed to work only after satisfactory performance in the test and also to the satisfaction of the site engineer.

xii) LIST OF THE DRAWINGS SUPPLIED WITH THE TENDER DOCUMENT:

a) Tank fabrication drawing for 795 kls tank: OIL/3077 and OIL/0559/A.

b) Tank foundation drawing for 795 kls tank: OIL/4113

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

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO3138P12/KB

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO3138P12/KB

Description of work/service :

Repairing of tank bottom plate of 1 (one) no. 795 KL capacity Crude Oil Storage Tank at Moran OCS Oil Collecting Station.

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) _____

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.

(Seal)

Yours Faithfully

Date _____

M/s _____

CONTRACTOR
 FOR & ON BEHALF OF

Tender no:DCO3138P12/KB

1.0 BID REJECTION CRITERIA (BRC):

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Tender 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.

1.2.1 The bidder shall have experience in executing SIMILAR job(s) of following magnitude in the last 7 (seven) years ending bid closing date in Central Govt./State Govt./ PSUs/ State Govt. Undertakings/ Upstream E&P companies:

i) Must have executed a minimum value of Rs 10,16,000 (Rupees Ten lakh and sixteen thousand only) in a single contract,

OR

ii) Must have executed a minimum value of Rs 6,35,000 (Rupees Six lakhs and thirty five thousand only) each in two separate contracts,

OR

iii) Must have executed a minimum value of Rs 5,08,000 (Rupees Five lakhs and eight thousand only) each in three separate contracts.

Note: Similar Job(s) Mentioned in para 1.2.1 means the following nature of jobs-

Erection or overhauling or tank bottom repair of crude oil or formation water tank of minimum capacity 795 KL.

1.2.2 The bidder should have an average annual turnover during the last three years ending 31.03.2011 at least of Rs. 3,81,000 (Rupees three lakhs and eighty one thousand only)).

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

Note-1:-

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

i) Audited Balance Sheet

and

ii) Profit and Loss account.

B) For proof of requisite Experience, bidder should submit the following copies of documents along with the bid:

(i) Photocopy of Contract document /workorder document showing details of work,

AND

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

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- (a) Gross value of job done during last seven years ending bid closing date.
- (b) Nature of job done and contract/ workorder no.
- (c) Contract period and date of completion.

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

2.0 BID EVALUATION CRITERIA (BEC):

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

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

2.3 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.