

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

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services under single stage – 2 bid system

1.0 IFB No.	CDI 6111P15
Service Requirement	Hiring of Services for Major Overhauling of CTF-Tank No-7 (including replacement of Steam Coils)
Cost of Bid Document	₹ 2000.00
Bid Security(EMD)	₹ 75,800.00
Period of Sale of Bid Document/Issue of User ID & Password	10.02.2015 TO 10.03.2015(15:30Hrs)
Bid Closing / Opening Date & Time	17.03.2015 (11:00 Hrs / 14:00 Hrs)
<p>Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 within the period of sale (inclusive both the days i.e. start date & end date). <i>Alternatively, applicants already having User ID & Password for OIL's e-portal can pay the requisite Bid Document cost & Bid security against the IFB through the online payment gateway.</i></p> <p>No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned above and will be allowed to participate in the bidding through OIL's E-Procurement portal</p> <p>PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.</p>	
<p>The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com</p>	

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

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID System** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils)

IFB NO: CDI6111P15**Type of IFB:** Single Stage- 2 Bid System**LOCATION:** Central Tank Farm, Duliajan**CONTRACT PERIOD:** Twelve (12) Months from the date of Issue of Work Order.**BID CLOSING/ OPENING DATE & TIME:** 17.03.2015 (11:00HRS/14:00 HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT : Rs.75,800.00(Rupees Seventy Five Thousand Eight Hundred)only)

AMOUNT OF PERFORMANCE SECURITY: 7.5% of total Contract Value

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No._____dated_____ of_____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-commercial bid documents.

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

2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of :

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender.** This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

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

4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

The bid and all uploaded documents must be digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate**

with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

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

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

8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and

telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

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

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

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

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

10.0 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 liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

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

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

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

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

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

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

Covering Letter.

Instruction to Bidders

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

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

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

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact-Applicable for this IFB

Proforma and Annexures

17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Following person has been appointed as Independent External Monitor:

SRI RAGHAW SHARAN PANDEY

Former Secretary, MOP & NG,

E-Mail ID: raghaw_pandey@hotmail.com

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available

in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

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

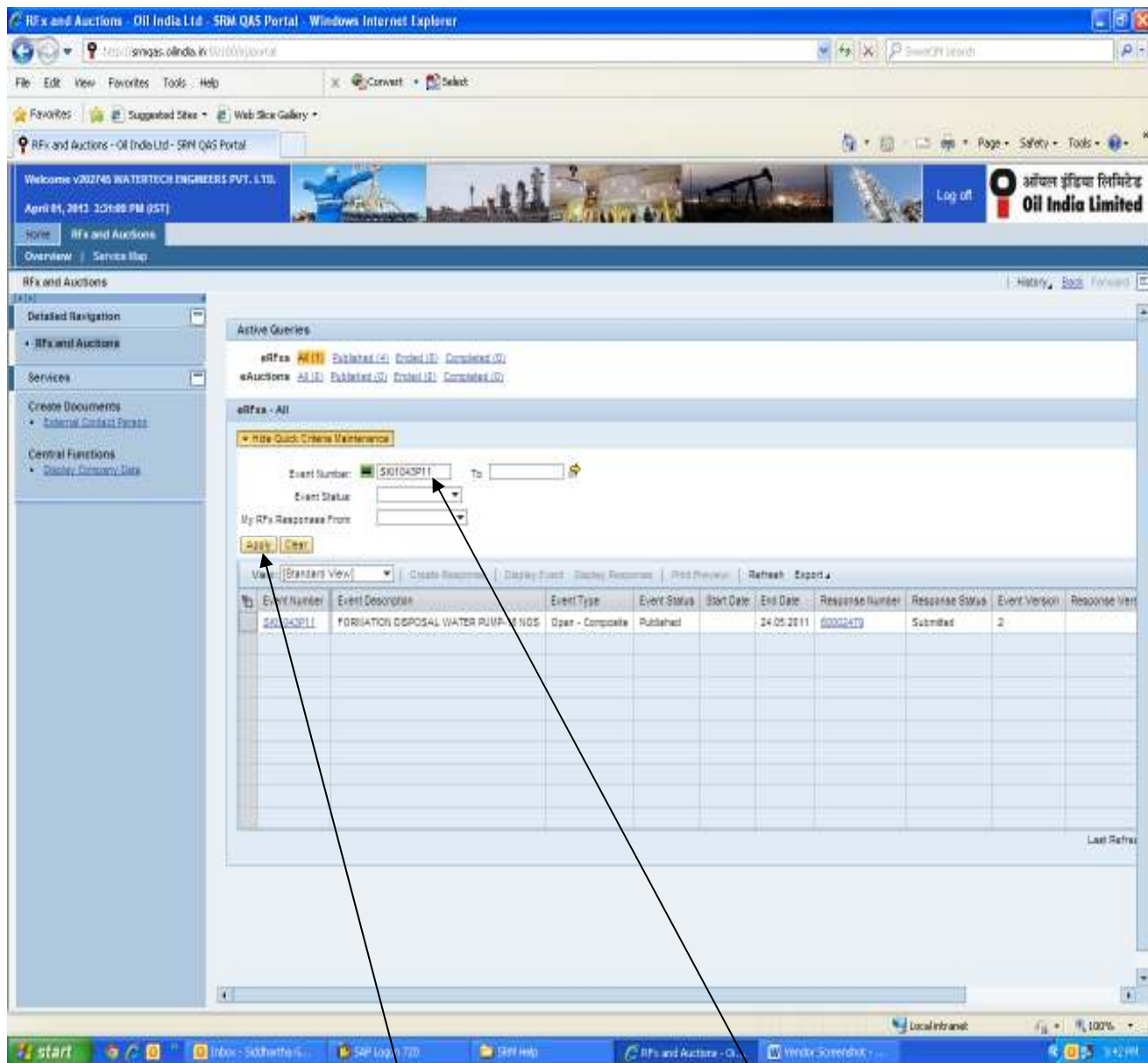
19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

1.

Select RFx and Auction Tab



3.

2.

Please enter the IFB No. here & Click Apply Tab

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

FORWARDING LETTER

E-TENDER NO: CDI6111P15

RFX - Oil India Ltd - SFM QAS Portal - Windows Internet Explorer

Display RFX :

Verify Signature of RFX Print Preview Close Register Export

RFX Number: SD0715SP13 RFX Name: Oil RFX Open Compressed Bio 1B0T RFX Status: Published RFX Start Date: Submission Deadline: 12/04/2013 11:00:00 INDIA Remaining Time: 10 Days 18:25:18

RFX Owner: Mr. Anup Sharma RFX Version Number: 2 RFX Version Type: Active Version

RFX Information Items Notes and Attachments

RFX Parameters Questions Note and Attachments Conditions

Time Zone: INDIA

Start Date: 00:00:00

Submission Deadline: 12/04/2013 11:00:00

Opening Date: 12/04/2013 14:00:00

Currency: INR

Price Bid Opening Date:

Pre-Bid Conference Time: 00:00:00

Pre-Bid Conference Date:

Last Time of Tender Fee Payment: 11:00:00

Last Date of Tender Fee Payment: 12/04/2013

Last Time to receive RFI queries: 00:00:00

Last Date to receive RFI queries:

Contact Details: AUS

Contact Details: AUS 1

Earnest Money Deposit - USD: 12,500.00

Earnest Money Deposit - INR: 8,888,000.00

Valuation Type: NON-ELIGIBLE FOR R/L DUTY / DEDUDED EXPORT

Bank Guarantee: APPLICABLE @ 1% OF ODR VAL

Integrity Pact: Not applicable

EMD validity Period: 12/04/2013

Tender Type: ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00

Tender Fee in INR: 85,000.00

Price Bid Opening Time: 00:00:00

Partners and Delivery Information

Unlink Add New Send E-Mail Call Clear Filter Settings

Function	Number	Name	Phone Number
Requestor		Ext req transfer user SERVICE_R3	
Goods Recipient		Ext req transfer user SERVICE_R3	
Ship-To Address		Assam- Services	2880414
Location		Raxaul- Services	2880414

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

HEAD-CONTRACTS

INSTRUCTIONS TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

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

3.0 TRANSFERABILITY OF BID DOCUMENTS :

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Response

Edit RFx Response:

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 68885122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06/03/2013 09:00:00 NDA | Opening Date: 06/03/2013 09:00:00 NDA | Remaining Time: 0 Days 03:19:18
 RFx Owner: WSRM_31007 | Total Value: 0.00 BIR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Item | Notes and Attachments | Conditions | Summary | Tracing

Basic Data | Questions

Question	Reply	Comment
exclusive Test:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOR PRICE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
FROM OCEAN FREIGHT: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU MENTIONED THE TM CHARGE: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU SUBMITTED THE SAMPLE:	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BIC (COMMERCIAL): <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: <input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	yes

Page: 9 of 9 | Words: 1 | English (India)

20/51
05-03-2013

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here

RFx and Auctions - OIL India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2013 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Items | **Notes and Attachments** | Summary | Tracking

Notes

Add | Close Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Details | Owner | Collaboration Profile | Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	06	1		06	32		03.03.2013

Collaboration Room

Created on

1

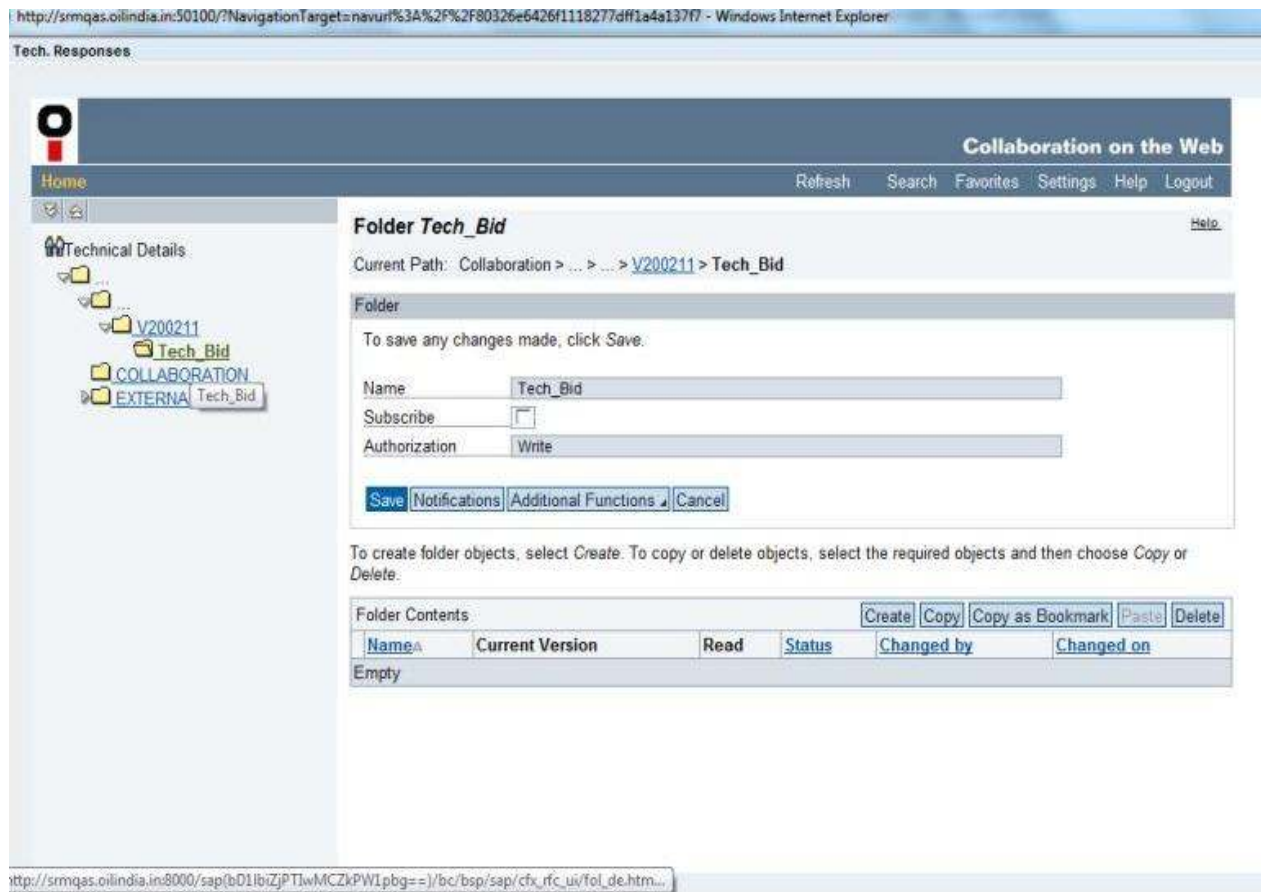
2

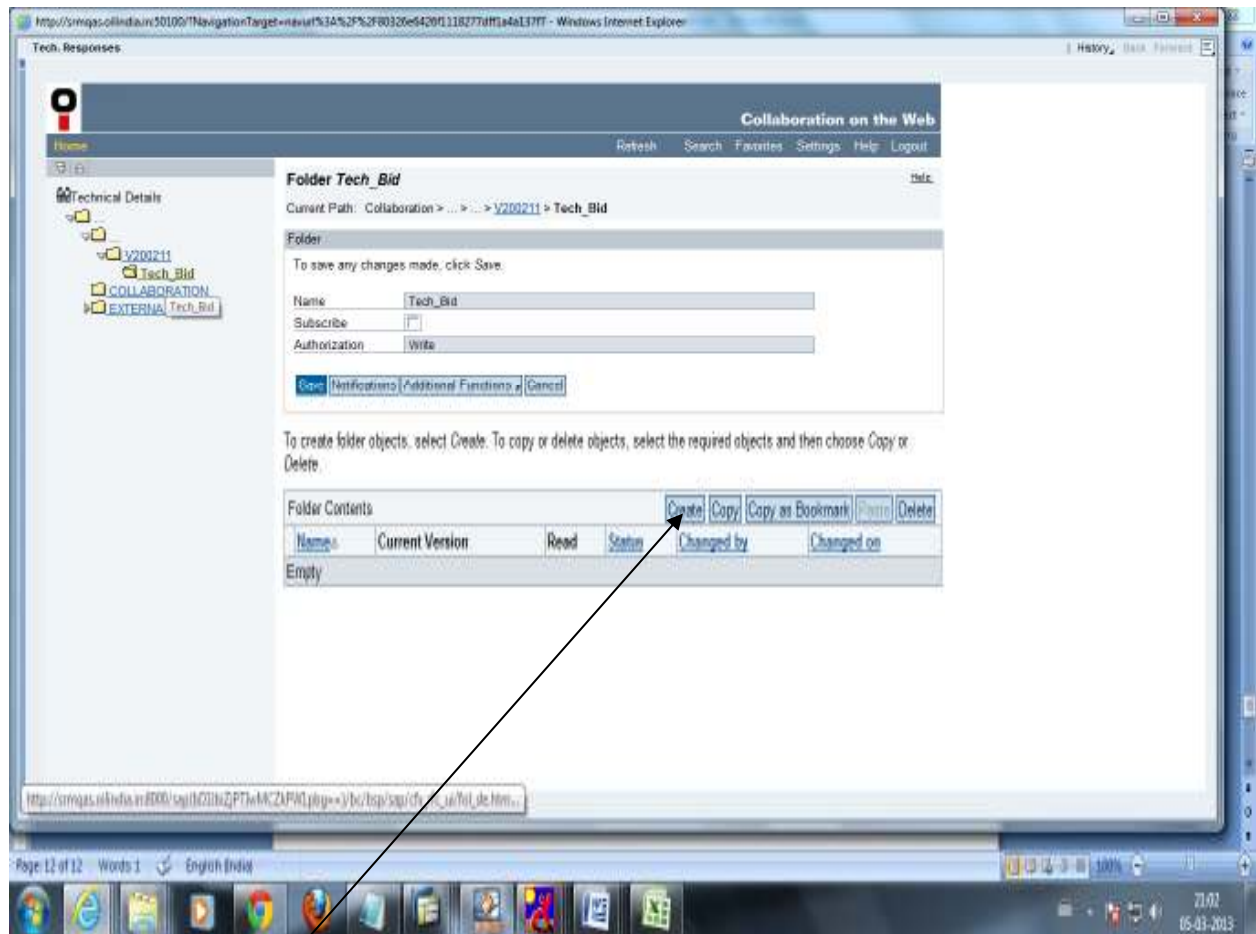
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button **Create** to create and upload new document.

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

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

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

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

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

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

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

13.0 LATE BIDS:

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE :

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

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

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

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

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

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

17.3 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract,

and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

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

19.0 AWARD CRITERIA:

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

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

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

21.0 NOTIFICATION OF AWARD:

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

21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract,

Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

24.0 BID DOCUMENT:

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

25.0 Mobilization Period: 03(Three) weeks.

&&&&&&&&&&&&& END OF ITB &&&&&&&&&&&&&

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:**1.0 BID REJECTION CRITERIA (BRC)****A.TECHNICAL**

1.1 The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

1.2.1 Bidder must have relevant experience of having successfully completed **“similar nature of works”** with State Govt./ Central Govt./ PSU/ Public Limited Company during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:

i. Three similar completed works each costing not less than Rs. 30,29,240.00(Rupees Thirty Lakhs Twenty Nine Thousand Two Hundred Forty) only

OR

ii. Two similar completed works each costing not less than Rs. 37,86,550.00(Rupees Thirty Seven Lakhs Eighty Six Thousand Five Hundred Fifty) only.

OR

iii. One similar completed work costing not less than Rs. 60,58,480.00(Rupees Sixty Lakhs Fifty Eight Thousand Four Hundred Eighty) only.

Note: **“Similar Nature of works”** mentioned in Para 1.2.1 above means **experience in providing services for tank cleaning & steam coil replacement / tank bottom plate replacement (part or full) of a Floating Roof type Crude Oil Storage Tank of minimum Capacity 10000 KL** in State Govt, Central Govt., PSU or Public Limited Company.

1.2.2 Average Annual financial turnover as per Audited Annual Reports for the last three accounting years ending 31.03.2014 should be at least Rs. 22,71,930.00(Rupees Twenty Two Lakhs Seventy One Thousand Nine Hundred Thirty) only.

1.2.3 The bidder should have successfully completed at-least one (01) no of Contract of providing services for tank cleaning and steam coil replacement / tank bottom plate replacement (part or full) of a Floating Roof type Crude Oil Storage Tank of minimum Capacity 10000 KL in any Central Govt., PSU or Public Limited Company in 7 years ending last day of month previous to the one in which applications are invited.

1.2.4 The bidder shall have to provide a “Written Undertaking” along with the bid clearly stating that the bidder (in case of award of contract) shall arrange for all the necessary tools/equipments as required to carry out all the jobs as mentioned in Scope of work under SCC (Special Conditions of Contract) of this IFB.

1.2.5 Bidder must submit all necessary documents in support of requisite experience and annual turnover as per **Note-1**.

Note-1: Documentary Evidence:

(A) For proof of **Annual Turnover** any one of the following documents/ photocopies(**self attested/attested**) must be submitted along with the bid:-

(i) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. certifying the Annual Turnover and nature of business.

OR

(ii) Attested Copy of Audited Profit and Loss account for last 03(three years) ending March'2014.

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

(i) In case of OIL contractor, copy of 'Certificate of Completion (COC)'/ 'Certificate of Payment (COP)' / Service Entry Sheets, of jobs successfully completed, during last 7(seven) years ending the last day of the month previous to the one in which bids are invited showing the gross value of job done.

It may be clearly noted that simply mentioning of OIL CCO Number/Work order will not be accepted.

(ii) For other bidders, Contract Completion certificate issued by any other State Govt./ Central Govt./ PSU/ Public Limited Company during last 7 years ending last day of month previous to the one in which bids are invited stating :

- a) Gross value of the job done.
- b) Nature of Job done
- c) Contract number & Date
- d) Contract Period.

1.2.6 Non- submission of the documents as specified in BRC above will result in rejection of bids.

B. COMMERCIAL:

1.3.1 Bids are invited under Single Stage Two bid system.

1.3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

1.3.3 Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.

1.3.4 The system will not permit to submit any bids after the scheduled bid closing date and time.

1.3.5 Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.

1.3.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.

1.3.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.

1.3.8 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a) Performance Bank Guarantee clause
- b) Force Majeure clause
- c) Tax liabilities clause
- d) Arbitration clause
- e) Applicable Law
- f) Liquidated Damage clause

1.3.8 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

1.3.9 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.

C. GENERAL:

1.4.1 Bidders should provide **self attested/attested copies** of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

1.4.2 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.

1.4.3 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 stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

1.4.4 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.

1.4.5 OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

1.4.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

1.4.7 The bids not conforming to complete scope of work will be rejected.

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 for the items of Part-II (i.e. schedule of works, units, quantity, rates) as given in the **Price bid format** of the Tender.

2.3 The lowest (L1) bidder shall be awarded the contract provided they meet the other qualifying criteria listed in the tender document. In case of identical lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the bidders offering the same lowest price.

&&&&&&& END OF BRC/BEC &&&&&&&

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

DESCRIPTION OF WORK/SERVICES:-

Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils)

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 up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

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

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

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

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

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

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

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

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

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

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

8. The duration of the contract shall be **52 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) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the

company attributable to such delay. The company's decision in this regard shall be final.

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

10. The tendered all-exclusive of Service Tax Price (the Contract price) is Rs. XXXXXXXXXX (Will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account.

However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

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

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

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

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

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

20. Special Conditions

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

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

21. ARBITRATION:

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

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

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

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

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

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

(Signature of Contractor or his legal
Attorney)

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

(Signature of witness)

And in presence of

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation

Date _____

Brief Scope of Work:

10. Erection of Barricade Wall
20. Emptying of crude oil from the tank
30. Isolation of the tank
40. Digging of pit
50. Laying of HDPE sheet .
60. Sludge Removal
70. Inside Cleaning of the Tank
80. Area Cleaning
90. Cutting & Removal of old steam coils
100. Ultrasonic thickness measurement
110. Ultrasonic Flaw Detection
120. Liquid penetration test
130. Thickness Measurement of Paint Coating
140. Pit Gauging
150. Vacuum Box Test
160. Jacking up of Tank
170. MS Structural steel work for jack
180. Dismantling and reassembling of Tank Roof supports
190. Placement and dismantling of Temporary Roof Supports
200. Inspection and Repair of Roof Drain
210. Inspection of Foam Seal.
220. Replacement of Foam Seal
230. Cutting & removal of annular bottom ring
240. Concrete work at tank bottom foundation
250. Fine concrete work over concrete top
260. Fabrication of annular bottom Plate by cutting & welding
270. Fabrication of bottom Plate other than annular portion by cutting & welding
280. Welding of Shell Joint
290. Placement of 4" (100 MM) NB pipes and Fittings
300. Welding of 4" (100 MM) NB pipes and Fittings
310. Dye Penetrant Test
320. Radiography of the weld joints
330. Hydraulic testing of the entire newly fabricated steam coil
340. Hydraulic Testing of the tank
350. Calibration of Tank
360. Painting with primer & finish paint
370. Statutory Clearance
380. Cleaning, Hooking up, Box-up and commissioning of the Tank

390. Dismantling of the Tank Barricade Wall

Condition of works:

1. The steam pipes and bends for the repairing job will be supplied by the Company. All tools and tackles, welding/cutting machines with all accessories and consumables, competent personnel to supervise the job will have to be arranged by the contractor.
2. Security and responsibility of all Company's materials issued to the contractor will have to be borne by the contractor till completion of the replacement of steam coil in all respects including hydraulic testing.
3. At the time of cutting and welding job of steam pipes and bends, presence of contractor's authorised representative (of the rank of supervisor) is must at the site and he should also supervise the use of all safety appliances and safety procedures of the company while executing the job.
4. OIL shall not bear any responsibility for Contractor's materials and equipment.
5. All safety regulations will have to be followed by the contractor while executing the job and supply of all necessary safety appliances to the labours engaged for the job is the responsibility of the contractor.
6. Experienced supervisor is to be engaged by the contractor to supervise the entire job and liaise with Head-Field Engineering or his representative on a day-to-day basis.
7. OIL will not provide any accommodation, electricity and drinking water to the contractor's personnel. The contractor must have his own arrangements for accommodation, electricity and drinking water while working in the Installation. However requisite illumination of the tank area shall be provided by OIL.
8. Water for hydraulic testing will be supplied by the company.
9. Any materials found defective due to bad workmanship will have to be replaced by the contractor at his own cost.
10. The contractor must work on Sundays and Holidays whenever required.
11. Party should pay due consideration of Govt. labour wages rate while quoting rates. Any change in the wage rates during the Contract Period will have to be borne by the Contractor.
12. The contractor shall not engage minor labours below eighteen (18) years of age under any circumstances.
13. Measurement of the work done against each work order shall be carried out within seven days of its completion and the contractor should be present at the

time of measurement and the same should be vetted by company's representatives.

14. The job of replacement of steam coil will have to be executed as per strict compliance of regulations enforced by Chief Controller of Explosives, DGMS and other statutory bodies.

15. The contractor shall engage only skilled, capable and competent personnel who are fully conversant with the job. Before starting the job, the contractor shall submit the list of competent personnel who will carry out the job.

16. During transportation of any material by road or at site area, the contractor shall take utmost care to prevent any kind of damage to the company's property. Damage if found to occur by contractor's personnel, contractor will have to pay the amount fixed by the company for such type of damage.

17. Tool Box Meeting to be held every day before starting the job. All the labours should be briefed about the jobs planned for the day.

18. While providing the services, the contractor personnel have to follow the procedures and systems taking all control measures in all the stages of works to avoid any untoward incidents/accidents. Contractor shall start execution of the job only on receipt of Work Permit (wherever necessary) from Installation Manager every day before commencement of the job.

19. For any clarification with regard to the above, the contractor may contact Head-Field Engineering / concerned Engineer / DSO of Field Engineering Department.

20. The contractor should deploy a competent person throughout the job under whose constant supervision only the job will be carried out.

21. During execution of the job by the contractor i.e. when the tank is under the custody of the contractor, if any damage occurs to the tank and other company's property, the contractor has to repair it forthwith free of cost. Any compensation for damage to public/ private property has to be paid by the contractor.

22. Prior to entry to the tank, the contractor should obtain necessary confined space entry approval and full fill all the criteria for confined space entry. Gas testing and Oxygen level testing shall be carried out by OIL.

23. Use of Cell phones is strictly prohibited inside the tank farm area.

24. All the vehicles / Equipment used by the Contractor should have suitable spark arrestors.

25. At the time of NDT, presence of contractor's authorised representative (of the rank of supervisor) is must at the site and he should also supervise the use of all safety appliances and safety procedures of the company while executing the job.

26. The job of NDT will have to be executed as per strict compliance of regulations enforced by Chief Controller of Explosives, DGMS and other statutory bodies.

27. The tank plate for the repairing job will be supplied by the Company at site. All tools and tackles, welding/cutting machines with all accessories and consumables, competent personnel to supervise the job will have to be arranged by the contractor.

28. At the time of jacking up the tank shell, cutting and welding job of MS plates, presence of contractor's authorized representative (of the rank of supervisor) must be at the site and he should also supervise the use of all safety appliances and safety procedures of the company while executing the job.

29. During the replacement job of annular portion of bottom plate by the contractor and when the tank is under the custody of the contractor, if any damage occurs to the tank under his custody, the contractor has to repair it forthwith free of cost. Any compensation for damage to public/ private property has to be paid by the contractor.

Contractor's Safety:

The following General Health, Safety & Environment (HSE) points will have to be followed by the contractor strictly.

i. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub or sub-sub-contractors.

ii. 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 or Conforming to relevant IS/BIS standards. 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.

iii. 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.

iv. 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.

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

vi. 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.

vii. 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.

viii. The contractor shall submit to DGMS monthly 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 MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

ix. 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.

x. 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.

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

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

xiii. 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.

xiv. 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.

xv. The health checkup 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.

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

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

xviii. 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.

xix. 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.

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

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

xxii. 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.

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

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

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

Specific Safety measures for the job:

The tank being in the operating Tank Farm, it is obligatory for the contractor to take all necessary safety precautions as per HSE Policy while carrying out the repair work.

It is mandatory for the bidders to visit the site to get themselves acquainted with the ground realities and assess the actual quantum of works before submission of their bids.

The bidder will have to strictly follow the following norms / guidelines.

1. Necessary cold and hot work permits are to be obtained from the competent person (Installation Manager) through the site engineer before start of the job(s)
2. While carrying out the welding and cutting work, the contractor should strictly enforce the guidelines as stated in OMR-1984 and OIL's SOP VOL-II (Safe Maintenance Procedure for Floating roof crude oil tanks)
3. The oxy acetylene cutting sets will have to be fitted with flash back arrestors in the regulator side as well as nozzle side.
4. Under no circumstances LPG should be used for gas cutting purpose.
5. Utmost care is to be observed in deciding the number of the tripods with chain pulley blocks for handling any job. Also the capacity of the chain pulley blocks must be minimum 1.5 times the weight of the material it is going to lift / lower. Two point anchoring may be used wherever required as additional safety measure.
6. After receipt of the work order the contractor shall have to submit authorized list of contract personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details.
7. Necessary sign board / warning signals like caution "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign boards shall have to be arranged by the contractor.
8. First aid box is to be arranged by the contractor for each gang working at site and same has to be carried by contractor's personnel to the site while carrying out the job.
9. The contractor shall clear all the rubbish and surplus materials from the site on completion of the work and shall have to leave the site clean and tidy.
10. In addition to the MVT as mentioned in clause vii) of special terms and conditions, the contractor's personnel shall undergo safety training to be given by DSO and to ensure that the same personnel are engaged for the job.

11. The contractor have to ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.
12. The contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use.
13. The attendance register to be kept for daily progress as well as attendance of contractor's personnel and it is to be signed by the contractor or his authorized representative and OIL's site engineer.
14. The contractor has to provide suitable facility such as Drinking Water, toilet etc. Lighting (approved FLP light in hazardous area) will be provided by OIL.
15. The contractor personnel have to take every possible care to keep the environment clean and free from pollution.
16. The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.
17. The contractor shall have to report all sorts of near misses, incidents and accidents to Installation Manager / departmental representative of Field Engineering dept.
18. The health checkup of contractor personnel is to be done by the contractor in authorized Health centres as per OIL's requirement & proof of such test to be given to the OIL.

&&&&&&END OF SCC&&&&&&

OIL INDIA LIMITED
(A Govt. of India Enterprise)

Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils)

Part-II Schedule of Work, Unit and Quantity

Line Item	Description of Services **	Quantity	UOM
10	Erection of Barricade Wall:	1	JOB
20	Emptying of crude oil from the tank:	1	JOB
30	Isolation of the tank:	1	JOB
40	Digging of pit:	250	M3(Cubic Metre)
50	Laying of HDPE sheet:	200	M2(Square Metre)
60	Sludge Removal:	300	M3(Cubic Metre)
70	Inside Cleaning of the Tank:	1	JOB
80	Area Cleaning:	1	LSM(Lumsum)
90	Cutting & Removal of old steam coils:	1	JOB
100	Ultrasonic thickness measurement:	800	NO(Number)
110	Ultrasonic Flaw Detection:	110	M(Metre)
120	Liquid penetration test:	120	M(Metre)
130	Thickness Measurement of Paint Coating:	1	JOB
140	Pit Gauging:	50	NO(Number)
150	Vacuum Box Test:	400	M(Metre)
160	Jacking up of Tank:	1	JOB
170	MS Structural steel work for jack:	1	JOB
180	Dismant.& re-assembling of Tank Roof Support:	1	JOB
190	Placement& Dimant. of Temp. Roof Supports:	20	NO(Number)
200	Inspection and Repair of Roof Drain:	1	JOB

SOQ**E-TENDER CDI 6111P15**

210	Inspection of Foam Seal:	1	JOB
220	Replacement of Foam Seal:	1	JOB
230	Cutting & removal of annular bottom ring:	1	JOB
240	Concrete work at tank bottom foundation:	10	M3(Cubic Metre)
250	Fine concrete work over concrete top:	10	M3(Cubic Metre)
260	Fabrication of annular bottom Plate:	22	MT(Metric Ton)
270	Fabrication of bottom Plate other than...:	1.62	MT(Metric Ton)
280	Welding of Shell Joint:	1	JOB
290	Placement of 4"(100MM)NB pipes & Fittings:	1	JOB
300	Welding of 4"(100MM)NB pipes & Fittings:	240	JT(Joint)
310	Dye Penetrant Test:	450	M(Metre)
320	Radiography of the weld joints:	240	NO(Number)
330	Hydraulic testing of the new steam coil:	2	JOB
340	Hydraulic Testing of the tank:	1	JOB
350	Calibration of Tank:	1	JOB
360	Painting with primer & finish paint:	1,300	SME(Sq. Metre of Exposed Surface)
370	Statutory clearance:	1	JOB
380	Cleaning, Hooking up, Box-up & Commissioning:	1	JOB
390	Dismantling of the Tank Barricade Wall:	1	JOB
GRAND TOTAL ₹			

NOTE:

1. Bidder to quote Unit Rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of 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.
3. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format
4. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.

****DETAIL DESCRIPTION OF SERVICE are as follows:**

Line Item	Description of Services-	Quantity	UOM
10	<p>Erection of Barricade Wall: Erection of Barricade Wall around the Tank Bundh area for isolation of the tank. The job involves erection of 6 M High X 240 M temporary wall of CGI sheets. All materials required for the job to be arranged by the Contractor.</p> <p>NB: The CGI Sheets to be used should preferably be of the following standard: Corrugated Galvanised Iron Sheets, tested quality, to IS:277-1969, Class 4 - 275 gsm of zinc (spelter) coating per square meter, both sides inclusive. Size : 3000 mm. (10') Length, Nom. overall width of sheet measured between crowns of outside corrugation - 900 mm.(Before corr.) & 800 mm (After corr.),Thickness : 0.63 mm (24G),No. of corr. - 10, Nom. depth of corr. : 18 mm, Nom. pitch of corr.: 75 mm, Weight per sheet : 12.32 Kg. to 14.58 Kg.</p>	1	JOB
20	<p>Emptying of crude oil from the tank: Laying of 100 MM (4") NB screwed pipelines including fitting of valves, bends, unions etc. and hooking up with pump(s) for emptying out crude oil from the tank to the lowest level. The pipelines are to be dismantled after completion of work. The materials for laying the line will be supplied by OIL and the contractor will be responsible for carrying the materials from OIL's Yard & keeping the materials safely and returning it back after the job is over. A diesel engine driven pump set (alongwith HSD and consumables) will be provided by OIL for pumping out the crude from the tank.</p>	1	JOB
30	<p>Isolation of the tank: Dismantling of all the valves and connections associated with the tank, so as to isolate the tank from the system as per the advice of OIL's representative.</p>	1	JOB
40	<p>Digging of pit: Digging of one pit of size: 10m x 10m x 2.5m outside the tank bundh/dyke for storage of wax, sludge etc. removed from the tank. The exact location for digging shall be shown by OIL's representative. NB: This job shall have to be taken up only if OIL does not provide Pit(s) for</p>	250	M3(Cubic Metre)

	storage of the Sludge to be removed from the Tank.		
50	<p>Laying of HDPE sheet: Laying of HDPE sheet inside the walls of the pit dug under item no: 40. All the items required for the same to be arranged by the Contractor. The materials provided by the Contractor has to be approved by OIL's representative before use/ application.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Specification of the HDPE sheet to be used: High Density Polyethylene (HDPE) lining, UV stabilized, quality governed by IS 15351: 2008 or equivalent, exceptionally resilient, 100% water proof and inert to most chemicals having weight 300 gm per square meter. 2. The HDPE sheet supplied by the Contractor to be approved by OIL's representative before use. <p>NB: This job shall have to be taken up only if item no 40 has to be executed or the Pit(s) provided by OIL does not have the requisite HDPE sheet lining.</p>	200	M2(Square Metre)
60	<p>Sludge Removal: Opening of manhole covers and removing of sludge etc. from inside the tank and transfer to the pit dug out under item no: 40 or to any other pit provided by OIL which may be at a distance of about 200 meter away from the tank. NB: The actual quantity of the sludge to be removed shall be estimated upon opening of the manhole covers by OIL's representative and Contractor / Contractor's Representative.</p>	300	M3(Cubic Metre)
70	<p>Inside Cleaning of the Tank: Thorough cleaning of inside walls and bottom surfaces of the tank, top and bottom surfaces of the pontoon, heating coils, supporting structures inside the tank etc. by scrapping with HSD, sand, water etc., so that no trace of oil is left inside the tank. Cleaning should be such that welding, gas cutting and grinding can be done inside the tank without any fire hazard and inspection of the tank and NDT of the bottom plates can be done including ultrasonic thickness measurement. NB: Only water required for cleaning of the tank shall be provided by OIL. All other items required for the job shall have to be arranged by the Contractor.</p>	1	JOB
80	<p>Area Cleaning: Cleaning of crude oil sludge etc. from outside drains, oil / water separators and</p>	1	LSM(Lumsum)

	from inside the tank bundh / dyke areas and transfer it to the pit mentioned under item no. 40 above. All necessary materials like sand etc shall have to be arranged by the Contractor.		
90	Cutting & Removal of old steam coils: Removal of old steam coils from inside the tank to outside of the tank bundh/dyke after cutting the coil into pieces by Hacksaw/gas cutting. The coil is shown in the OIL Drg. SK / 5742. NB: Gas testing shall be carried out by OIL prior to this operation and job must only be carried out upon receipt of approval for the same from OIL.	1	JOB
100	Ultrasonic thickness measurement: Ultrasonic thickness measurement with supply and transportation of all materials to worksite including tools & tackles, machinery, consumables, temporary structures / staging, requisite competent and Certified manpower etc. as necessary to complete the job in all respects as per relevant codes and standards and also as per directions of OIL's representative. The Ultrasonic thickness measurement has to be carried out for Tank Bottom plate and Tank Shell upto a height of 1.5 M and the results of the same to be supplied to OIL. The results of the Ultrasonic thickness measurement should also include recommendation for OIL's consideration / action. NB: The Ultrasonic thickness measurement has to be carried out by ASNT certified personnel.	800	NO(Number)
110	Ultrasonic Flaw Detection: Ultrasonic Flaw Detection with supply and transportation of all materials, to worksite including tools and tackles, machinery, consumables, temporary structures / staging, requisite competent and certified manpower etc. as necessary to complete the job in all respects as relevant per codes and standards and as per directions of OIL's representative. The results of the same to be supplied to OIL. NB: The Ultrasonic Flaw Detection has to be carried out by ASNT certified personnel.	110	M(Metre)
120	Liquid penetration test: Liquid penetration test in the shell to bottom joint with supply of all materials, tools and tackles, requisite competent and certified manpower etc. as per the instruction of the OIL's representative. NB: The Liquid penetration test has to be carried out by ASNT certified personnel.	120	M(Metre)

130	Thickness Measurement of Paint Coating: Paint coating thickness measurement for the Annular plates of the bottom plates and the Shell plate upto 1.5 M height by Magnetic-Field or Eddy- Current (Electromagnetic) Test Methods, including supply of tools, tackles and requisite competent and certified manpower required for the job. The job shall have to conform to ASTM E 376-11. NB: The Paint coating thickness measurement has to be carried out by ASNT certified personnel.	1	JOB
140	Pit Gauging: Pit gauging of the bottom and shell plates at all heights wherever required as per the instruction of the OIL's representative, including supply of tools, tackles and requisite competent and licensed manpower required for the job.	50	NO(Number)
150	Vacuum Box Test: Vacuum Box Test for weld joints of the Annular and Bottom plates with supply of Vacuum Box and all other tools, tackles and required requisite competent manpower as per the instruction of the OIL's representative.	400	M(Metre)
160	Jacking up of Tank: The job involves: Casting and placement of RCC Blocks for jacking, fabrication and fixing of Jack Supports(including supply of all materials) made from MS structural steel, cutting of the bottom and shell plate weld joint and jacking up of the tank. All materials and consumables required for the job shall have to be arranged by the Contractor. NB: The job shall have to be taken up if required on the advice of OIL's representative after review / evaluation of the NDT report(s).	1	JOB
170	MS Structural steel work for jack: Structural Steel work for support for fixing jacks for tank shell lifting and all other miscellaneous structures related to tank including alignment, fixing to position, true to line and level of structural steel made out of rolled steel angles, channels, beams, plates etc. including splicing, cutting, bending, drilling, welding, riveting, bolting etc. as required to complete the job in all respects.	1	JOB
180	Dismant.& re-assembling of Tank Roof Support: The job involves cutting of the existing tank roof support legs wherever necessary or as per direction of OIL's representative to facilitate cutting and removal of annular / bottom plates. After completion of work the cut/ dismantled tank roof support legs shall have to be re-fixed into original	1	JOB

	position by welding.		
190	Placement& Dimant. of Temp. Roof Supports: The job involves placement of Supports fabricated out of steel tubulars for supporting the tank roof at a height of approximately 2 Meters or as directed by OIL's representative . Required steel tubular shall be provided by OIL as Free Issue Items. After completion of work, the temporary roof supports have to dismantled and removed from inside the tank and transfer the same to OIL's designated site.	20	NO(Number)
200	Inspection and Repair of Roof Drain: The job involves visual inspection of Tank Roof exterior and interior surfaces and the roof drain line alongwith hydraulic testing of the roof drain line . Any damage observed during the visual inspection shall have to be reported to OIL's representative and repairs to the same to be carried out. The roof drain line to be hydraulically tested after repairs (if any).	1	JOB
210	Inspection of Foam Seal: Visual Inspection of Foam Seal assembly for any visible damage / wear and tear etc. Any defect observed should immediately be reported to OIL's representative / Site -in- Charge.	1	JOB
220	Replacement of Foam Seal: The job involves dismantling, removal of old damaged tank foam seal if found damaged during Inspection to be carried out under item no: 210 above and supply and replacement of New tank foam seal. All the requisite materials including the foam seal shall have to be supplied by the contractor. The specification of the foam seal to be used should be guided by: I.Type of Seal: Vapour Mounted , generally conforming to Appendix - H of API - 650 for Crude oil application. II.Drawing No: P.No.OIL/1856/A: Sketch showing existing Rim space for Rim Seal assembly in 36.59 M dia. Double Deck Floating Roof Tank. III.Drawing No: OIL/0979/B: Details of Roof Seal for 120 Ft. dia X 36 Ft .high Double Deck Floating Roof Tank. IV.Weather Shield, Scuff Band, Retaining Spring and all other necessary hardware for fixing the seal assembly in the Rim space of the tank should also be supplied along with the seal. Note: a.The replacement of Foam Seal Assembly job shall	1	JOB

	<p>have to be taken up only after decision taken by OIL after completion of "Inspection of Foam Seal" job as detailed above under Item No: 210.</p> <p>b.The foam seal assembly should be procured from manufacturers / vendors, who have supplied Foam Seal Assembly/executed similar nature of jobs for crude oil storage tanks in last 10 years. Relevant details containing order reference, client's name etc. must be submitted to OIL for evaluation and approval at our end.</p> <p>c.The Contractor to also furnish the documentary evidence of Purchase of Foam Seal Assembly from the approved manufacturer / vendor, as mentioned in the Note No: b. above.</p> <p>d.The foam seal shall have to be approved by OIL's representative prior to installation.</p>		
230	<p>Cutting &removal of annular bottom ring: Cutting and removal of Annular Bottom ring in small pieces after jacking the Tank Shell as per instruction of the OIL's representative. The job involves Supply and transportation of all requisite materials to work site including tools and tackles, machinery, consumables, temporary structures/staging, requisite manpower etc. as necessary to complete the job , approved fabrication drawings (if any) and as per directions of OIL's representative.</p> <p>NB: The job shall have to be taken up if required on the advice of OIL's representative after review / evaluation of the NDT report(s).</p>	1	JOB
240	<p>Concrete work at tank bottom foundation: Cleaning of all foreign materials and providing, mixing, compacting, laying in position and curing ordinary lean concrete of Mix 1:2:4(with 6mm & down stone aggregates) at all depth below of tank bottom plate of depressed area of tank pad foundation maintaining top level and slope to match with tank bottom plate complete as directed by OIL's representative (Plate cutting is not included under this item) Quantity measurement for payment. Wet volume of concrete used shall be measured before casting in presence of the OIL's representative. NB: The job shall have to be taken up if required on the advice of OIL's representative</p>	10	M3(Cubic Metre)

	after review / evaluation of the NDT report(s).		
250	<p>Fine concrete work over concrete top: Providing & laying average 75 mm thick compacted crushed stone screenings, fine gravel, clean sand of similar materials mixed in hot asphalt(60/80 grade) 8 to 10 percent by volume and rolled or compacted over top surface of concrete as per direction of the OIL's representative for tank pad foundation, all materials and labours complete.</p> <p>NB:</p> <p>I. The job shall have to be taken up if required on the advice of OIL's representative after review / evaluation of the NDT report(s).</p> <p>II. Only Bitumen / Asphalt required for the job shall be supplied by OIL.</p>	10	M3(Cubic Metre)
260	<p>Fabrication of annular bottom Plate: Fabrication, Erection & Installation of above ground Floating Roof tank including Preparation and submission of As-built drawings (fabrication drawing shall be provided to the Contractor) supply and transportation of all materials to work site including tools and tackles, machinery, consumables, temporary structures/staging requisite manpower etc. as necessary to complete the job in all respects as per relevant codes and standards, drawings approved fabrication drawings and as per directions of OIL's representative. MS plate work including cutting to required sizes, straightening , rolling, aligning etc., radiography, NDT, vacuum box tests etc. providing for appurtenances, reinforcement pads, brackets for various supports, earthing boss and strips etc. as required to complete the job. NB: i) The job shall have to be taken up if required on the advice of OIL's representative after review / evaluation of the NDT report(s). ii)Bottom plate & Annular Plate(completes with datum plates and pad plate for Deck and Pontoon supports etc.) MS plates will be supplied to the Contractor as FREE ISSUE item for the plate work only.</p>	22	MT(Metric Ton)
270	<p>Fabrication of bottom Plate other than...: Supply, Fabrication, Erection & Installation of above ground Floating Roof tank including Preparation and submission of As-built drawings (fabrication drawing shall be provided to the Contractor) supply</p>	1.62	MT(Metric Ton)

	and transportation of all materials to work site including tools and tackles, machinery, consumables, temporary structures/staging requisite manpower etc. as necessary to complete the job in all respects as per codes and standards, drawings approved fabrication drawings and as per directions of OIL's representative. MS plate work including cutting to required sizes, straightening, rolling, aligning etc., radiography, NDT, vacuum box tests etc. providing for appurtenances, reinforcement pads, brackets for various supports, earthing boss and strips etc. as required to complete the job. NB: i) The job shall have to be taken up if required on the advice of OIL's representative after review / evaluation of the NDT report(s). ii) MS plate and associated work for any other portion of the tank found necessary as per the instruction of the OIL's representative etc. MS plates will be given to Turn-Key Contractor as FREE ISSUE item for the plate work only.		
280	Welding of Shell Joint: The job involves welding of Tank Shell to the bottom plate, including supply of tools and tackles, machinery, consumables, temporary structures/staging requisite manpower etc. as necessary to complete the job in all respects as per relevant codes and standards, drawings approved fabrication drawings and as per directions of OIL's representative. NB: This job will have to be taken up only if Item No 160 of the Contract is required to be executed.	1	JOB
290	Placement of 4"(100MM)NB pipes & Fittings: Placement of 4" (100 MM) NB pipes, bends and other associated fittings inside the tank after carrying them from outside the tank bundh so as to make the heating coil. (Pipes, bends and other associated fittings will be supplied by OIL). The pipes, bends and other associated fittings are to be placed over the existing the supports inside the tank as per sketch OIL SK / 5742. Any repair for the supports will also have to be done by the contractor. All pipes, bends and other associated fittings are to be swabbed and made free from foreign materials. The contractor will also have to prepare the bevel ends in case pipes, bends etc are required to be cut to match the size of the coil.	1	JOB
300	Welding of 4"(100MM)NB pipes & Fittings: Welding of joints of 4" (100 MM) NB pipes, bends	240	JT(Joint)

	and other associated fittings into a continuous length using minimum three (3) runs of welding inclusive of supply of welding / cutting and generating sets, approved grade and quality of electrodes, fuel, operator, welder and necessary supervision to withstand a hydraulic test pressure for 20 kg/cm ² for a continuous period of twenty four (24) hours. The above includes welding of flanges also. Welding shall be of radiographic quality.		
310	Dye Penetrant Test: Dye Penetrant Test of weld joints with supply, of all materials, tools and tackles etc. as per the instruction of the OIL's representative.	450	M(Metre)
320	Radiography of the weld joints: Radiography of the 100% of weld joints of newly fabricated steam coils. Re take shots shall be in the account of the Contractor with no extra cost to OIL. All supply and transportation of materials to work site including tools and tackles, plant and machinery, consumables, temporary structures/staging, requisite labour and competent / certified manpower etc. as necessary to complete the job in all respects as per codes and standards, tender specification and drawings, approved fabrication drawings and as per directions of OIL's representative. Necessary arrangement for keeping the source in safe condition as per relevant norms shall be in the scope of the Contractor. NB: The Radiography of the weld joints shall have to be carried out by ASNT Certified personnel.	240	NO(Number)
330	Hydraulic testing of the new steam coil: Hydraulic testing of the entire newly fabricated steam coil at 20 kg/sq. cm of pressure for a period of 24 hours (continuous). The testing of the steam coil will have to be done after complete completion of fabricated steam coil in all aspects. Necessary materials like pressure gauge, pump, recorder and recorder charts etc. will have to be arranged by the contractor. The contractor shall lay the filling lines (100 mm NB). The contractor shall engage sufficient number of competent personnel over the entire steam coil to keep total vigilance during the test. In case of failure, the contractor shall locate it and report it to the OIL's representative at site. Any failure so detected will have to be rectified by the contractor and the whole pipe line will have to be	2	JOB

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	retested hydraulically. Only source water and the pipes required for laying the filling lines will be supplied by OIL. The contractor will have to return the pipes after the completion of the testing in good condition.		
340	Hydraulic Testing of the tank: All necessary arrangement have to be made for water filling , recording of settlement ,hammer testing of shell, dewatering/drainage out water as per OIL's approved procedure, cleaning, blanking of all nozzle including providing temporary fasteners, test gasket, machinery, tools & tackles, requisite manpower etc. complete in all respects as per relevant codes and standards, and direction of OIL's representative. Only source water and the pipes required for laying the filling lines will be supplied by OIL. The contractor will have to return the pipes after the completion of the testing in good condition.	1	JOB
350	Calibration of Tank: Calibration of tank including providing of all necessary scaffolding, strapping tapes with accessories, calibration charts with one copy each of non-tearable tracing for calibration chart duly approved by competent authorities. Calibration shall include physical calibration of tank bottom at actual bottom profile conditions after hydro testing(36.59M dia x 12.0 M Height Floating Roof Tank). The necessary fees for statutory approval etc. has to be borne by the contractor. The calibration certificate from competent authority has to be submitted to OIL.	1	JOB
360	Painting with primer & finish paint: Preparation by wire Brushing & sand blasting to SA 2, bare metal, supply and application of primer and finish paint to the whole bottom plate and shell plates upto a height of 1.5 M, including supply and transportation of all materials to worksite, consumables, temporary structures/staging, tools and tackles, machinery, requisite manpower etc. as necessary to complete the job in all respects as per codes and standards, paint manufacture's specifications, direction etc. and direction of OIL's representative. NB: The primer and the paint to be applied have to be approved by OIL's representative before use.	1,300	SME(Sq. Metre of Exposed Surface)
370	Statutory clearance: Statutory Clearance for repairing of the tank from PESO/ competent person	1	JOB

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	of PESO has to be obtained by the Contractor on OIL's behalf, including payment of necessary fees etc. for the same. The clearance certificate from PESO/ competent person of PESO has to be submitted to OIL.		
380	Cleaning, Hooking up, Box-up & Commissioning: Cleaning of the tank after completion of all the work up to the satisfaction of the OIL's representative and hooking up of all the valves and connections associated with the tank (which were disconnected vide item no 30) . Boxing up of the tank with supply of all new gaskets suitable for crude oil application for all nozzle and connection of all pipes and commissioning of the tank.	1	JOB
390	Dismantling of the Tank Barricade Wall: The job involves Dismantling of the Tank Barricade Wall erected vide item no 10. The contractor has to clear the site by removal of all materials to the satisfaction of OIL's representative.	1	JOB

&&&&&END OF SOQ &&&&&

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

Schedule of company's Plants, Materials and Equipments: SCPME: PART-IV

NOT APPLICABLE

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

SUB: SAFETY MEASURES

Description of work/service:

Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils)

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. 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) 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_____

FOR & ON BEHALF OF BIDDER

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(**Name of the bidder**).....hereinafter referred to as "The Bidder/Contractor"

PREAMBLE:

The Principal intends to award, under laid down organizational procedures, contract/s for

Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils).

. **(IFB No. CDI6111P15)**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(A) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(B) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India,

or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (B) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of

Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/Monitors (Three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

PROFORMA - I
BID FORM

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

Sub: IFB No. : CDI6111P15

Dear Sir,

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

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

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

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

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

Dated this _____ day of _____ 2015.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – II

LETTER OF AUTHORITY

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

Sir,

Sub : IFB No. CDI6111P15

We _____ confirm that Mr. _____ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.: _____ for *Hiring of Services for Major Overhauling of CTF- Tank No-7 (including replacement of Steam Coils)*

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

Yours Faithfully,

Signature: _____
Name : _____
Designation: _____
For & on behalf of : _____

Note: This letter of authority shall be printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

.....

PROFORMA - III**STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

1.0 The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the tender stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

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

ANNEXURE- I

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

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

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

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall
be signed by a competent person.

ANNEXURE- II

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other
format acceptable to Oil India Ltd.**

To:

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI 6111P15** KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

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

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

PROFORMA & ANNEXURE

CDI 6111P15

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

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed _____
- (ii) This Bank Guarantee shall be valid only up to __/__/__
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before __/__/__

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.
