

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

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

IFB No.	<b>CDI2263P17</b>
Description of Work / Service	<b>OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM, DULIAJAN &amp; MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS.</b>
Type of Bid	<b>SINGLE STAGE TWO BID SYSTEM</b>
Period of Sale of Bid Document	<b>26.08.2016 TO 13.09.2016 (up to 15:30 HRS)</b>
Bid Closing / Opening Date & Time	<b>15.09.2016 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Opening Place	Office of the DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	<b>Rs. 2,000.00</b>
Bid Security (EMD)	<p><b>Rs. 32,40,000.00</b></p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E-procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM-Contracts (HoD) <b><u>on or before Bid Closing date and time.</u></b></p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

**2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM-Contracts(HoD), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

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

Application & Tender Fees, IFB No.: CDI2263P17

Description of Work / Services: Operation of the new facilities in the Central Tank Farm, Duliajan & Moran Tank Farm

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

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

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request

**E-TENDER NO. CDI2263P17**

for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

**4.0 EXEMPTION OF TENDER FEE:**

**4.1** Micro and Small Enterprises (MSEs) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish evidence that they are registered for the items they intend to quote against OIL tenders. Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

**4.2** In case of MSEs/CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

**5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

**5.1** Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

**5.2** If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

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

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

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

**9.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "**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 other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**DATE: 24.08.2016**

**DGM-CONTRACTS(HoD)**  
**FOR RESIDENT CHIEF EXECUTIVE**

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

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

**DESCRIPTION OF WORK/ SERVICE:**

**OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM, DULIAJAN & MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS.**

**CONTRACT PERIOD:** 03 (Three) years

**BID SECURITY:** Rs. 32,40,000.00 (Rupees Thirty Two Lakhs Forty Thousand only)

**BID CLOSING/ OPENING DATE & TIME** : **15.09.2016** (11:00 HRS/14:00 HRS)

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

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

**Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of DGM-Contracts(HoD), OIL, DULIAJAN on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **10% of annualized contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

DGM-CONTRACTS(HoD)  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN – 786602  
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 150 days from the date of opening of Technical Bid)** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

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

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be Digitally signed using **"Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One hundred & twenty) days from the date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

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

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

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

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of

affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

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

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

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

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

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

Forwarding Letter.

Instruction to Bidders

BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria

Part-I - General Conditions of Contract (GCC)

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

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas

**SPECIAL NOTE:**

**Please note that all tender forms (Forwarding Letter, BEC-BRC – Bid Evaluation Criteria & Bid Rejection Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM, Part-VI / Integrity Pact, Price Bid) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed**

envelope super scribed with Tender No. and due date to The DGM-Contracts(HoD), Contracts Department, Oil India Limited, Duliajan- 786602.

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)**

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

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

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

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

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

**19.0** The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

**20.0** In Technical Bid opening, only "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. No price should be given under Technical RFx; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

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

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

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**(Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) has been appointed as Independent External Monitor).



## 22.0 SCREEN SHOTS:

**Display RFX Response:**

Go to this Tab “Technical RFX Response” for Uploading “Un-priced Techno-commercial Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Price Bid” files.

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

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Partners and Delivery Information

Details Send E-Mail Call Clear

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

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

**Edit RFX Response:**

**BID ON “EDIT” MODE**

Area for uploading Un-Priced Techno-Commercial Bid\*

Area for uploading Priced Bid\*\*

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

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 5

Notes and Attachments

Notes

Add Clear

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

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

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

**Note :**

\* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

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

**IFB NO. CDI2263P17  
INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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



**5.0 PREPARATION OF BIDS**

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

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

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

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

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

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

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 with organizations Name” 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.

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

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

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

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

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

**8.4** Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

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

#### **9.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

**9.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

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

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

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

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

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

## **12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

## **13.0 BID OPENING AND EVALUATION:**

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

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

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

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

**13.3** Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for 90 days beyond contract period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor after 90 days beyond contract period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

## **20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

## **21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

### **TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15.0 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15.0 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15.0% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

**1.0 BID EVALUATION CRITERIA (BEC):**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 Technical Criteria:** The Bidder shall have minimum of 1(one) year continuous experience of successfully executing at least 01 (one) **SIMILAR** work in upstream/downstream oil/gas sector during previous 7 (seven) years to be reckoned from the original bid closing date.

**Notes to BEC Clause 1.1 above:**

- a. "SIMILAR work" mentioned above means "Providing Operation / Operation & Maintenance services comprising minimum working experience for the following:
  - i) Online monitoring and process control from control room on round the clock basis.
  - ii) Operations of Fire Fighting System along with accessories and related control system.
  - iii) Operation of Electrics and Electrical Systems etc."
- b. If the prospective bidder is executing SIMILAR work which is still running and the contract period executed prior to original bid closing date is equal to or more than the minimum prescribed period in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by end user.
- c. For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-
  - i) Copies of relevant pages of contract document showing Contract Number, period of contract and Detailed Scope of work etc.
  - ii) Copy of Letter of Award (LOA) along with 1 (one) year bill payment record.
  - iii) Copies of completion Certificate(s) or payment certificate(s) or any other documents which substantiate completion/ execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.).
- d. In case requisite experience is against OIL's Contract which has been completed, Job Completion Certificate is to be submitted by the bidder.
- e. In case requisite experience is against running contract in OIL which the bidder has executed for a minimum period of 1(one) year as on the original bid closing date, the following document(s) must be submitted along with the bid:
  - i) Copy of Contract document & work order no.
  - AND**
  - ii) Copy of SES (service entry sheet) generated in the 12th month of the contract or beyond that.
- f. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

**1.2 Financial Criteria:**

**1.2.1** Annual Financial Turnover of the bidder during any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 3,74,00,000.00 (Rupees Three Crores Seventy Four Lakhs only)**.

**1.2.2** Net worth of the bidder must be Positive for the preceding financial / accounting year.

**Notes to BEC Clause 1.2 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies must be submitted along with the bid:-
  - (i) Audited Balance Sheet along with Profit & Loss account.



OR

(ii) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-VII.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year 2015-16 has actually not been audited so far'.

**1.3 Bids with Technical Collaboration:**

a. The primary bidder shall meet the financial criteria as per clause no. 1.2 above.

b. The Technical Collaborator on its own shall meet the experience criteria as per Clause No. 1.1 above i.e. the experience as a member of consortium or joint venture partner will not be eligible. In this regard, the documents establishing experience of the Technical Collaborator shall be submitted.

c. Bidders quoting based on technical collaboration, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

**1.4 Bids from Joint Venture entities:** Joint venture entities shall meet the technical & financial criteria on its own against this tender.

**1.5 Bid from Consortium of companies:**

In case, the bid is from a consortium of companies, the following requirement should be satisfied:

a. Any of the consortium members individually shall satisfy the technical criteria as per BEC clause No. 1.1.

b. At least one member of the consortium shall satisfy the financial criteria individually as per BEC clause No. 1.2.1 & 1.2.2. Other members of consortium should individually meet turnover requirement of minimum **Rs. 1,87,00,000.00 (Rupees One Crores Eighty Seventy Lakhs only)**.

c. Consortium bids shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Technical bid.

d. Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.

e. The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

**1.6** Bidder(s) quoting in Collaboration / joint venture / Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All the bids received in such case will be summarily rejected.

**1.7** Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

**1.8** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

**1.9** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**1.10** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**1.11** Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format.

**1.12** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

**1.13** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

**1.14** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

**1.15** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

**1.16 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

(a) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

(b) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) **Documentation required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

## **2.0 BID REJECTION CRITERIA (BRC):**

**2.1** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**2.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

**2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

**2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

**2.5** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

**2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

**2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

**2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**2.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

**2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

**2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**2.12** Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

**2.13** 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 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. 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.

**3.0 GENERAL:**

**3.1** In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

**3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be evaluated based on the submission.. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

**3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

**3.5** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

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**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)**

**DESCRIPTION OF WORK/SERVICES:-**

**OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM,  
DULIAJAN & MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS.**

**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 Duliajan & Moran.  
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 initially for a period of **3 (three) years** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

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

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

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.



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

10. The tendered all-inclusive Price (the Contract price) is ₹ \_\_\_\_\_ (*Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.*) (₹ \_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

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

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

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

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

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions**

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

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

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

## **21. ARBITRATION:**

### **21.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

a) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

b) The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and counter claims(excluding interest)</b>	<b>Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)</b>
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

**h)** If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

**i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

**j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

**k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

**l)** Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

## **21.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **22. FORCE MAJEURE:**

In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72 (Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

**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:**

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

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

In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty.

**28.0 SUBCONTRACTING:**

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

**29.0 MISCELLANEOUS PROVISIONS:**

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

**30.0 LIABILITY:**

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

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

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

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

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

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

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

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

**30.9 LIMITATION OF LIABILITY:**

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**31.0 CONSEQUENTIAL DAMAGE:**

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

**32.0 INDEMNITY AGREEMENT:**

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

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

**33.0 APPLICABLE LAW:**

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

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

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

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

35.0 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or his legal Attorney)

Contractor

Page 8 of 9

Company



by the hand of

(Full Name of Signatory)

-----

-----

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

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

(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

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

**DESCRIPTION OF WORK/ SERVICE:** OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM, DULIAJAN & MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS.

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

Item No.	Description of Services	UOM	Quantity
10	Operation charge/month of each Tank Farm	MONTH	72

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

## **SECTION-I**

### **TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS**

#### **1.1 General Description: Central Tank Farm (CTF), Duliajan**

Oil India Limited (OIL), is a premier Indian National Oil company engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG. OIL has over 1 Lac sq. Km of PEL/ML areas for its exploration and production activities, most of it in the North East India, which accounts for its entire crude oil production and majority of gas production. Rajasthan is the other producing area of OIL, contributing 10% of its total gas production. Additionally, OIL's exploration activities are spread over onshore areas of Ganga valley and Mahanadi. OIL also has participating interest in NELP exploration blocks in Mahanadi offshore, Mumbai Deepwater, Krishna Godaveri Deepwater etc as well as various overseas projects in Libya, Gabon, USA, Nigeria and Sudan. OIL's present level of crude production stands at around 3.2million tones per annum.

Central Tank Farm (CTF) with 54,836 M<sup>3</sup> storage capacities is located at Duliajan, Assam near OIL's Field Headquarters. Crude oil produced at different OIL Installations of Greater Hapjan, Greater Chandmari, Naharkatya Field, Jorajan Field and CBUS flow to CTF. CTF is situated inside the industrial area of Duliajan adjacent to a Pump Station, a Captive Power Plant and a LPG Bottling Plant of OIL. OIL shall supply electrical power from the adjacent power plant at a single point inside the plant boundary for plant operation.

At CTF crude oil will be supplied to the suction of booster pump of the pump station and the formation water is sent to OCS-3. The plant is also used as a storage facility of crude oil to tide over fluctuations of uplift of crude by OIL's customers. CTF has 54,836 M<sup>3</sup> holding capacity consisting of four (4) nos. of fixed cone roof storage tanks each of 1109 M<sup>3</sup> holding capacity and five (5) nos. of floating roof storage tanks each of 10,080 M<sup>3</sup> holding capacity.

#### **1.1.1 Description of Process:**

**a. Incoming Crude:** The incoming crude from various OIL Installations is received at a common manifold from seven (7) nos. of delivery lines from different fields including ITF-Tengakhat. From the manifold there is two header (8" and 14" line) interconnected with each other. 8" line is for the fixed roof tanks are earmarked for Digboi Refinery and the 14" line is for the floating roof tanks.

**b. Storage Tanks:** Out of 4 nos. of fixed roof tanks and 5 nos. of floating roof tanks, one or two fixed roof and one floating roof tank is used to collect and retain the incoming crude oil being pumped from OIL's different installations. The temperature of the crude storage tanks shall be maintained at an average of 40° C with the help of steam coil.

The other Tanks are used as:

- Filled up Tank.
- Dispatch Tank for custody transfer to Pump Station-1.
- For handling crude in Emergency Situation.

**c. Formation Water Handling:** Formation water separates out by settling process at the tanks and is further pumped to OCS-3 for further disposal process.

**d. Fire Fighting Facility:** Firefighting facility is in conformity to revised OISD 117 and MB Lal Committee recommendations, OMR and TAC norms. CTF-Duliajan has:

- 6 (six) number of diesel engine driven Fire water drenching pumps with 616KL/Hr capacity at 105m water Head.
- 2 (two) nos of motor driven Jockey Pumps for maintaining the ring main pressure with 130 m<sup>3</sup>/hr capacity and 110 meter head.
- 2 (two) nos of motor driven Foam pumps with 26.6 KL Foam availability.
- Foam Monitors & Foam Pourers at the tanks. Each storage tank has its own in-situ foam generating arrangement, water drenching system to fight accidental fire. An integrated fire-protection and fire-fighting facility are available for the plant in accordance with OISD-117.
- Standby static water storage facility comprising of 7200 KL ground water reservoir and two (2) nos of over ground tanks of 2475 KL each is available in accordance with OISD norms for catering to bulk firefighting water requirement during emergencies

- Sixteen (16) numbers of Medium Expansion Foam Generators.
  - Differential Pressure Inductor Foam system.
  - Ten (10) numbers of Remote operated High Volume Long Range Monitors.
  - Six (6) numbers of manual operated High Volume Long Range Monitors
  - Fire Detection & Suppression System.
- Any other changes to meet OISD 117 and MB Lal committee recommendations

**1.1.2 Description of Facilities:**

Following facilities / infrastructure are available at CTF:

- i) Tank Farm (i.e. Crude Oil Storage Tanks) of 54,836 M<sup>3</sup> holding capacity consisting of four (4) nos. of fixed cone roof storage tanks each of 1109 M<sup>3</sup> capacity and five (5) floating roof storage tanks each of 10080 M<sup>3</sup> holding capacity complete with accessories, safety implements & corrosion prevention system.
- ii) Effluent Collection System for collection of separated formation water out of the Tanks. The effluents are collected and are pumped to the storage tanks and further the separated formation water is dispatched to OCS-3 for disposal.
- iii) There are two Oily Water Separator (OWS) systems one with closed network of MS pipes of diameter 10 inches around tank farm and the other (New) is an underground closed network of MS pipes of diameter 10 inches around tank farm.
- iv) Fire Protection & Fire fighting System.
- v) Electrics and Illumination – 6 High Masts, street lights, peripheral lighting.
- vi) Instrumentation, Control & Communication system for plant management & fail-safe operation through control room operation

Civil infrastructure -Buildings & sheds, utility buildings, control room, garden, roads, drainage & OWS

**1.1.3 Other ancillary-facilities available for smooth running of the plant**

- i) Interconnection of the fire network with OCS-5 and Pump Station-1.
- ii) Outside motor able peripheral road for security patrolling
- iii) 2 numbers of watch towers.
- iv) Parking space.
- v) CCTV System

**1.2 General Description: Central Tank Farm (CTF), Moran**

It is located within OIL Industrial area at a distance of 6 km from the Moran Railway station. Nearest Airport is Mohanbari (Dibrugarh) Airport about 55 km from the CTF. Moranhat Police Station is located at a distance of 5 km and Fire Service Station of OIL, Moran is just 0.3 km from CTF. The NH-37 is passing nearby at a distance of 2.25 km.

Crude Oil from various field installations (OCSs & EPS) after treatment is pumped to the Central Tank Farm for further onward process. From here crude oil is then handed over to PIPELINE department for onward transportation to three refineries namely **Numaligarh ( NRL )**, **Guwahati refinery & Bongaigon ( BRPL )** through our trunk pipeline after properly drained out water and getting satisfactory TMB sample result ( within 0.5% ). The crude oil distribution to the refineries is based on **OCC** allocation. There are five no. of crude oil tanks out of which four are **FLOATING ROOF** and one is **FIXED ROOF** type. There are two no. formation water tanks of capacity 160 KL each tank and one no. skimmed oil tank of capacity 18 KL.

**1.2.1 Description of Facilities:****a. OIL Tanks**

- i) Four (04) nos. Floating Roof welded tanks of 5000 KL capacity of each & 01 no. Fixed Roof welded tank 2500 KL capacity for storage of crude oil. The floating roof tanks are enclosed with a suitable earthen bund of adequate capacity (equal to the capacity of the tank) to arrest crude oil if any leakage appear.
- ii) One (1) no. 2500 KL capacity welded tank for storage of crude oil.
- iii) One (1) no. 18KL capacity welded tank for collecting skimmed oil from formation water tanks.

**b. Formation Water Tanks:**

Two (2) no. formation water tanks of capacity 160 kl each to collect formation water from oil storage tanks, which is coming with crude oil.

**c. Pumps:**

- i) 4 nos. centrifugal pumps (3 no. motor driven & 1 no. engine driven) are installed for Fire Fighting. Capacity of the pumps are 300 kl / Hr.
- ii) 1 no. motor driven centrifugal formation water pump for disposing formation water at 2 no. F/W disposal wells.
- iii) 1 no. reciprocating type oil soluble de-emulsifier pump of capacity 0.5 HP for dozing OSD at crude oil incoming line.
- iv) 2 no. vertical centrifugal pumps for charging (pumping) crude oil from tank to EET.

**d. Fire fighting**

- i) Fire hydrant points with monitors are provided in the installation at strategic positions.
- ii) One 6,000 kl capacity concrete fresh water pond meant exclusively for the fire fighting purpose has been constructed in the installation and it is connected with four nos. of drenching pumps. 3 nos. are of motor driven & other 1 no. is of engine driven with a capacity of 300 kl/hr. 2 no. Jockey pumps are installed and connected to the main 12" Fire water ring for maintaining sufficient pressure needed for fire fighting purposes.
- iii) Foam pouring system and drenching system are also available for individual tank.
- iv) Sufficient nos. of fire extinguishers of following categories has been provided in the installation:
- v) Dry chemical powder type extinguisher & Carbon di-oxide type extinguisher

**e. Emulsion Treater:**

Emulsion Treater has been installed at CTF Moran to separate oil-water emulsion stored in the crude oil storage tanks and for breaking or resolving emulsified crude oil into water and saleable clean oil components.

At present CTF receive crude oil from OCS Moran, 2nos OCS's from Salmari and also from Deroi EPS which is being collected in 4nos tanks. After settling, separated water from crude is disposed and remaining hydrated crude pumped to the Emulsion Treater, where BS&W content is processed down to desirable limit. After that the crude is handed over to Pump Station-2 for onward dispatch to refineries.

**2.0 The details of the Equipments / Facilities / Systems to be maintained through under "OPERATION CONTRACT":****2.1 New Systems/Facilities built under MB LAL Project:**

- 1) Centralized Control room for online monitoring and process control to be manned on 24X7 basis with Safety PLC system & consoles etc. – One system each in Moran & Duliajan – with related systems like clean agent system, Fire alarm panel & detectors, package AC system, UPS system, Internal lighting system etc.
- 2) SIL certified Level measuring instruments – RADAR & SERVO gauges in each tank – Around 18 gauges in DULIAJAN & around 08 gauges in Moran.
- 3) Complete Tank farm management system, temperature & water cut probes –Both in Duliajan & Moran
- 4) ROSOV & MOV/DBBV systems - for automatic isolation of tank inlet & outlet. ROSOV ARE FAIL SAFE AND FIRE SAFE TYPE.  
 ROSOV Duliajan – 18 nos.  
 ROSOV Moran – 08 nos.  
 MOV – 18nos. in Dulaijan  
 MOV – 08nos. in Moran
- 5) Online Gas Detector System – Both in Moran & Duliajan
- 6) ESD (Emergency shutdown system) from centralized control room & field - Both in Moran & Duliajan
- 7) CCTV system - – Both in Moran & Duliajan

- 8) PLC based Rim seal fire protection system - – Both in Moran &Duliajan
- 9) HVLR – High velocity long range monitors – Remote & Manual type - Both in Moran &Duliajan with control panels, MOV etc.
- 10) Fire water pumps& associated sub-systems inside pump house, related control system, electrical system and equipments/valves installed in the hydrant line
- 11) Fire water tanks, sprinkler system and related valves/instruments
- 12) Foam system & Piping Network– pumps, tanks, valves and related E&I
- 13) Electrical Switch room with ELDB & MLDB panels
- 14) Field Instruments like PT, TT etc. (few) in both Moran &Duliajan
- 15) Compressed Instrument Air System – Compressor, dryer, related E&I, valves etc.
- 16) High Mast Lighting system and outdoor lighting near ROSOV/MOV panels outside dyke in Moran &Duliajan
- 17) OWS system
- 18) Control Room in totality-Civil, AC & Lighting.
- 19) **Centralized Control Room with Safety PLC and TFMS System:**

A centralized control room will come up in both the tank farms which will provide automatic control & operability of the tank farm process and will also take immediate automatic reactive action for any untoward process excursions and emergencies, thereby isolating the plant, equipment and other facilities from damage & accidents. The control room will have a SIL certified Safety PLC (Programmable Logic Controller) with redundant processor system, power supplies, communication bus and I/O cards. The control room will also have a Tank farm management system for automatic level control and inventory management. There will two level gauges in each tank, one will be RADAR type and other will be SERVO type with a dedicated temperature cum water cut probe and there will be MOV for controlling tank filling and dispatch which can be operated from control room as operator selection. Apart from above there will be an emergency shutdown system which will take care of emergency situations automatically by actuating the ROSOV for immediate tank isolation and tripping the dispatch pumps. There will also be a CCTV system in the control room for 24x7 surveillance of the entire tank farm operation's & boundary including a dedicated fire alarm panel with smoke & fire detectors.

## **2.2 Scope of work:**

1. Manning of Control room and Generate Reports as per approved format
2. Operate the panels in switch room as per need
3. Carry out tank transfer – Receipt & Delivery through MOV's
4. Operate the Fire Fighting system including pumps – Routine and as per need
5. Operation of compressed air system as per procedure
6. Operation of Foam system as per need & routine
7. Housekeeping of all the above systems (01 to 16) – Mainly Control room, Switch room, fire water pump house etc.
8. Up-keepment of all field instruments, PLC control system and its auxiliaries, TFMS system, CCTV system, Fire Alarm panel, Gas Detection system, PLC based Rim Seal fire protection system etc.
9. Calibration and checking of all field instruments such as Pressure Transmitters, Temperature Transmitters, Radar Gauges, etc. and ensuring their functionality.
10. Checking of wiring with respect to measurement of different signals such as Analog (Voltage/current/Resistance etc.) and Digital from field instruments at Junction Boxes/ Marshalling panels of field/ control room during troubleshooting or when need arises.
11. Checking, cleaning of sensors and calibration of Gas, Fire and Smoke detectors during operational emergency.
12. Replacement of small instrumentation spares such as glass fuse, barriers, terminal block (TB), indicating Lamp and system history backup as and when required.
13. Any consumables related to Instrumentation system which are not under the scope of Free Warranty will have to be procured and maintenance of the inventory by OIL regularly.
14. Minimum tools and tackles, test equipment such as Multimeter, Portable Pressure Calibrator, Temperature Bath, mA & mV source, HART/FF Hand held Calibrator etc for smooth operation of the installations are to be arranged by the Operator.
15. Upkeep all safety systems like fire water in tanks, diesel in engine fuel tanks, foam in tanks, etc. Diesel & Foam will be supplied by OIL as per need.



16. Regular (day-to-day) check-up of fuel, lube oil, coolant and battery condition (distilled water level) etc of the drenching pump engines. Consumables will be provided by OIL.
17. Operation of source water pumps (submersible) to maintain water level in fire water storage tanks.
18. Operation of the fire fighting system. Operating the Fire Pumps, Jockey Pumps, Manually & Remote Operated HVLRM, MEFG, single & double headed hydrants, Hose Box, Foam Maker, Foam Pourer, Rim Seal Fire Fighting System, Extinguishers Inspection, Conducting Fire Mock Drill should be maintained & strict compliance to OISD 116, OISD 117, OISD 189, OISD 142, OMR 184 or latest.
19. All the routing testing & maintenances of equipments mentioned in point no. 18 (above) to be monitored & maintained by HSE cum Fire Officer with the help of fire fighting person along with the operation crew.
20. Liaising with concerned IMs of the Installations from where crude oil is received or being delivered during routine as well as emergent situation as and when required and as directed by IM of the Tank Farm.
21. Any other minor maintenance required due to sudden leakage, malfunctioning of the either of the instruments/systems etc. should be carried out by the operator on priority basis whereas necessary consumables will be provided by OIL.
22. Initiate fire fighting operation as per the "Fire Contingency Plan" and continue till the operation is taken over by the OIL personnel and subsequently follow the instruction/ order.
23. Necessary Work Permit/s to be obtained as per statutory norms.

**2.3 Exclusions:**

- **Provision of Spares for above systems.**
- **Operation of old (Existing) systems in both tank-farms.**
- **Housekeeping of old (existing systems).**
- **Removal of Oil, Sludge, Debris etc. both within the dyke and outside (in the tank-farm periphery) but not related to operator's failure to operate the PLANT as mentioned in HSE Clause no. 2.6.**

**2.4 PLANT and PLANT BATTERY LIMITS:**

**2.4.1** "PLANT" shall mean the entire area as mention in the CLAUSE No. 2.1 of "**New Systems/Facilities built under MB LAL Project**" falling within the existing boundary walls of each Tank Farm on its four sides. PLANT encompasses all facilities, equipment, machinery, civil structures, sheds & buildings within the boundary walls as mentioned in clause no. 2.1

**2.4.2** PLANT BATTERY LIMITS is defined as mentioned in clause no. 2.1 above.

**2.4.3** In no other circumstances what so ever except the above clause no 2.4.2, PLANT BATTERY LIMITS is applicable. The operator cannot and shall NOT use PLANT BATTERY LIMITS in any cases related to scope of work of "OPERATION" of the PLANT.

**2.5 Power and duties of Operator:**

Operator shall take all appropriate steps to maintain in force & execute the Contract in accordance with the terms of the Contract. All operations and maintenance will be carried out by the operator in accordance with policies, work program within the plant in accordance of the provisions of contract and the directions of the Mines Manager, Installation Manager or his authorized representative and in accordance with standard and safe industry practice within the purview of all statutory norms applicable in upstream oil industry.

**2.6 HSE (Health, Safety and Environment):**

- i) Operator shall operate and maintain the plant in a diligent, safe and efficient manner strictly in accordance with provisions stipulated obligations imposed upon by applicable laws of India, Indian Mines Act, Oil Mines Regulations, Indian Explosives Act and Indian Electricity Rules, Petroleum Rules etc. in force and OISD norms in vogue.

Operator shall also comply with guidelines of the Statutory bodies like DGMS, OISD, IBR, State and Central Pollution Control Board(s), PESO, Legal Metrology Department, OIL's HSE policy and other relevant statutory body in existence or likely to come into existence.

For any HSE matters not specified or without any stipulated provision in the contract document, the operator will abide the relevant and prevailing acts / rules / regulations & sound industry practices pertaining to Health, Safety and Environment.

ii) It will be solely the Operator's responsibility to fulfil all legal formalities with respect to the Health, Safety and Environmental aspects of entire "OPERATION" job under the contract (namely formalities related to the person & the equipment employed by the operator and the environment etc.) under the jurisdiction of Dibrugarh district, Assam.

Further, during carrying out all the "OPERATION" jobs at CTF-Duliajan & Moran Tank Farm, it will be entirely the responsibility of the Operator to ensure strict adherence to all HSE measures, statutory rules and to ensure safety of all workers of the operator.

iii) The operator has to update and timely submit all HSE related paper-works including but not limited to reporting, record keeping etc to external agencies and/or to OIL. The report-formats will be as per prevalent ones in OIL and/or as suggested by statutory bodies and as per prevailing laws. Some of such formats include Form-A (MVT), Form-B (employee register), Form-E (daily attendance) and Form-J, K (accident-report), Form-O (IME/PME), Training Matrix etc as per Mines Rules 1955.

In case of employee's daily attendance in Form-E, the operator shall regularly take and maintain attendance of all its employees coming to work at CTF-Duliajan. As stated in man power clause, the operator shall promptly report to Installation Manager if deviation in attendance from already submitted man power roster happens on a day.

Operator shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL. The operator has to arrange daily tool box meeting and regular site safety meetings and maintain records.

iv) The Operator – within 30 days from LOA of the contract - shall prepare written Site Specific Safe Operating Procedure (Site Specific SOPs) 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 all the risks that may arise to men, machineries & material during execution of any Operation jobs to be done by the operator and how it is to be managed.

The operator shall provide a copy of the SOP to the Installation Manager or his deputed competent persons at Tank Farms both at Duliajan & Moran who shall be supervising the operator's work. The operator shall keep an up-to-date SOP and provide a copy of the changes to OIL's person as above.

Operator has to ensure that all work is carried out in accordance with the Statute and SOP and for that purpose he may deploy adequately qualified and competent personnel. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

If HSE policy / SOPs of the operator or part thereof is/are considerably different from OIL's HSE policy leading to confusion of procedural steps /SOPs, the operator must frame draft of "Bridging Document" with roles and responsibilities clearly defined in regards to the concerned parts for making a uniform HSE policy for Operation of Tank Farms both at Duliajan & Moran. This draft must be furnished to OIL within 1 month from LOA of the contract. A final "Bridging Document" will be put in force after discussion on the draft among the two parties in conjunction with HSE departments of both the parties.

v) In case the operator is found non-compliant of HSE laws as required, OIL will have the right for directing the operator to take prompt action to comply with the requirements or to cease work until the non-compliance is corrected.

In case of accident causing injury, loss of life or property inside the Plant, the operator shall:

- a) Immediately report the same to OIL.
- b) Provide necessary first aid/medical assistance without any delay.
- c) Report the same in the prescribed format as per statutory norms.
- d) Investigate the matter & submit investigation report within 3 days.
- e) Providing reliever crew in place of any injured person immediately.

Operator shall be responsible for any pollution, accident (causing injury to man, damage to machinery) and clean-up operation due to pollution caused by the operator as a fall out of non-compliance of HSE rules & regulations. OIL's technical team shall investigate cause(s) of pollutions, accidents and/or any other non-compliance of HSE rules & regulations by the operator and the findings thereof shall be final. In this context, plant battery limit will not be applicable if the pollution caused by the operator inside the plant spills out of the plant boundary.

vi) Operator shall carry out **Daily Plant General Inspection** within the Battery Limit. Operator shall do visual inspections of all equipment; facilities etc wherever possible and indentify level of deposition, attrition/depletion, and deterioration in materials. Operator shall also identify and ascertain likelihood of material deterioration at any part of all equipment, facilities etc where the same can be carried out with the help of checking-tools.

The operator shall also identify likelihood of any related unsafe working environment due to the above and promptly inform OIL.

The operator shall be responsible for any unplanned circumstances / events in the plant within the Battery Limit that may take place due to material failure resulting from Operator jobs of the operator. The operator shall also be responsible for failure to identify or to report any abnormality as above not leading to subsequent unplanned circumstances / events. The cause(s) of such circumstances / events shall be investigated by OIL's technical team and finding thereof shall be final.

vii) Mines Manager, Production (Oil) Mines may appoint one or more of the contractor's personnel as competent person(s) for carrying out specific job(s) coming under the contract within a certain domain of authority. Operator shall have to abide by the same. The authority of such competent persons shall, under no circumstances, supersede that of the Installation Manager of Duliajan & Moran Tank Farms. Appointment of the competent persons is not a pay-roll appointment.

viii) All persons deployed at CTF-Duliajan & Moran Tank Farm by the operator must undergo Mines Vocational Training, Initial Medical Examination, Periodic Medical Examination and other requisite statutory trainings like but not limited to fire fighting training as per OMR & OISD-116/117, First Aid Training, Gas Testing Training etc.

The health checkup of operator's personnel is to be done by the operator in authorized Health Centers as per OIL's requirement and proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations is every three years for all employees of the operator.

The operator shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold Vocational Training (VT) Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January).

Contractor may take note of the fact that OIL provides some of the statutory training like MVT / First Aid / Fire Fighting etc. to contractor's employees engaged by OIL near its Field Headquarter, Duliajan.

If OIL arranges any safety classes / training etc. for the working personnel at site the operator must arrange to release its personnel for any such training without hampering normal Operation jobs.

ix) Every person deployed at both the Tank Farms by the operator must wear all required safety gadgets / PPE items which are to be provided by the operator. No person will be allowed to work at Tank Farms

without PPE and such debarring of any of the operator's person(s) may lead to penalty **under clause no 4.0** of TOR vide Man power **clause no 3.0** if operator cannot arrange substitute(s) for the debarred person(s).

The Operator shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and OIL's PPE schedule. Safety appliances like Safety Boots, Safety Helmet and Full Body harness have to be DGMS approved. Necessary supportive documents / approvals shall have to be submitted as proof.

If the Operator fails to provide the safety items as mentioned above to the working personnel, the Operator 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 Operator's Bill. However, it will be the Operator's sole responsibility to ensure that all 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.

x) The Operator must also possess various other safety items including but not limited to 2 (two) fire suits, 1 (one) lifting-jack for rescuing trapped persons, high intensity safety torches (minimum 5 nos.), various leak plugging gadgets, at site. The operator shall have to keep FIRST AID BOXES at all primary sites of the plant like control room, fire fighting pump station, Switch room etc. All the FA boxes must have all the required and fresh batches of medicines and other items. In case of failure of the operator to provide the above safety gadgets at the plant, **Penalty Clause number-1 as per 4.0 (i)** will be imposed on operator.

The operator shall develop a scenario base fire contingency plan independently for both the installation as per the requirement of OMR-1984/ latest and get approved from respective Mines Managers.

xi) Operator must ensure that all fire fighting equipment, appliances and entire fire fighting operation for round the clock availability in 100% operational condition. They should report to IM of the respective Tank Farms for immediate corrective measures if any. In this respect, all terms and conditions under **Penalty Clauses under 2.0 as per 4.0 (i)** of TOR shall be applicable and adequate manning of Fire fighting system shall be as per man power **clause no 3.0**

Operator must ensure that all the drenching pumps and jockey pumps are in full operational condition at all time and keep the entire fire fighting pump system in Auto Mode. For that purpose, ring main pressure must be maintained at minimum 7 Ksc as per design of installation requirement with the help of the jockey pumps.

All the drenching pumps and jockey pumps must be put to different test with test-frequencies as advised by OIL. Routine checks, periodic inspection, & testing as per the requirements of OISD-STD-142 need to be done for all other fire fighting equipment of the plant.

Reports of all testing / checks / inspection / observations etc conducted on fire fighting system and any corrective actions required / taken are to be as detailed above.

The operator shall ensure for trouble free, smooth uninterrupted 24 hour operation of Tank Farms as per safe & sound industry practice.

xii) Operator must always check the quality / usability of the AFFF ie Aqueous Film Forming Foam and FFFP i.e. Film Forming Fluro-protein foam available at site.

xiii) Operator must conduct Fire Mock drills at both the Tank Farms once every fortnight. Fire water ring main line may be connected to two (2) or more adjacent OIL's installations. Fire fighting operations must cater to the needs of these installations for Mock Fire Drills and Fire Fighting Scenario. An expense of monthly Mock Fire Drill at these two installations has already been incorporated in the contract cost.

xiv) Operator will provide all necessary support & co-operation in terms of resources, man-power and other facilities if OIL decides to obtain HSE related certifications including but not limited to ISRS, ISO, OHSAS at CTF-Duliajan.

All operator's employees must, while at work, cooperate with OIL so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of employee's health, safety and welfare.

Any of the employees of the operator shall not refuse to follow any instruction given by OIL's Installation Manager or any competent person engaged by him for ensuring and monitoring safe operation.

xv) The operator must carry out all operation of any new equipment / facilities / instruments installed for compliance of any recommendation(s) of any statutory bodies or audits etc. during the currency of the contract.

xvi) The new additional units / facilities will comprise minor changes only and there shall not be any additional man-power requirement. The Operation of such additional items shall have to be carried out by the operator. Any consumables on such additional units will be borne by OIL.

## **2.7 Day to day Processing & Operating jobs:**

The operator must carry out all the processes as described in Scope of Work and carry out all related operation jobs for smooth, trouble free, uninterrupted, full-capacity and safe operation of the plant.

**2.7.1** Operator must carry out all the above processes in clean, safe and environmentally friendly ways; must avoid all sorts of pollution & contamination of the surrounding areas & environment. Operator-performance will be judged on following specification:

i) Entire Oily Water Sludge (OWS) system must be in complete operational state on all days in a year. Presence of oil, oily water sludge & water in the system shall be at minimum level.

ii) Non compliance / non-performing of this job will be judged by fluid levels in all the OWS gravity separator pits available at different parts of the plant and in the final OWS separator sump . The levels as above shall NOT be more than 50cm from the bottom of each OWS pits & sump.

In case of failure of the operator to maintain the above specifications, penalty on the operator as per **Penalty Clause number-3** as per **4.0 (i)** will be imposed.

iii) All cleaning activities of equipment (eg pump-strainers etc), facilities, infrastructures and their parts & components shall be done in a way that oil, dirt and any other residue are confined to the OWS only and are not allowed to spill or spread to any other parts of the plant.

iv) Any oil marks / smudges / oil sludge on ground or on any surfaces must immediately be cleaned / scrapped and disposed safely at OIL designated place(s).

Operation of the entire systems as mentioned above in **clause no.2.2**. In case of failure of the Operator to operate the system which can lead to the breakdown of the mentioned equipment (clause no. 2.2), penalty on the operator as per **Clause no. 4.0(i)** will be imposed.

## **2.7.2 Operator's scope of supply and provisioning of Consumables & Materials.**

i) The Operator shall bear the cost on PPE for all of their employees to be deployed at Tank Farms. The list of PPE shall include following minimum types of items:

- |   |               |
|---|---------------|
| a) SAFETY SHOE                                      | h) EYE GOGGLE |
| b) SAFETY HELMET                                    | i) MASK       |
| c) DANGRI (OVERALL)                                 | j) BREATHER   |
| d) GUM BOOT   | k) RAIN COAT  |
| e) EAR PLUG   | l) APRON      |
| f) HAND GLOVES (Normal operations)                  | m) JACKET     |
| g) HAND GLOVES (High Temperatures & chemical usage) |               |

OIL will check the brands / qualities of the PPE items at site prior to issue of the PPE items to the operator's employees. The quality of the PPE shall have to be as per DGMS guidelines.

In case OIL finds any PPE items to be of inferior quality, torn &/or tattered the same shall not be allowed to be used by the operator at the Production Oil Mine of Tank Farms. As per man-power clause, persons without PPE shall not be allowed to work at Tank Farms on any time of a day and corresponding **Penalty Clause number-06 as per clause no. 4.0 (i)** on shortage of man power shall be imposed on the operator.

OIL will ensure PPE-wearing only at worksites inside Tank Farms. PPE-wearing by operator's employees is not required during entering (and so exiting) the gate of Tank Farms.

ii) The operator shall bear the cost on consumables required for general cleaning of the entire premises of the plant as per clause for "**General Housekeeping and upkeepment of the plant**" mentioned below like phenyl, toilet cleaner, sanitizer, soap & powder, deodorants, naphthalene etc and all cleaning tools like brushes, mops, broom, rakers, spades etc.

iii) **Statutory aspects in regards to procurement of items & services**

All spares, consumables and materials procured by the operator as above (as per clause 2.7.2.(i)) for Operation of the plant shall have necessary certification of Govt. approved agencies and approval of such statutory bodies as stipulated vide provisions of Oil Mines Regulations, Indian Explosives Act, Indian Electricity Rules, Petroleum Rules, Indian Boiler Regulations etc. in force or byelaws / directives promulgated by Govt. circulars.

## **2.8 General Housekeeping and upkeepment of the plant.**

The operator must always keep the control room, switch room, fire fighting pump shed, compressor shed, OWS & other asset and equipments, facilities, buildings and sheds, premises and roads, footpaths, walkways etc as mentioned in clause no. 2.1 within the battery limit in in highest level of cleanliness and aesthetic look. In this respect the operator shall take up all necessary jobs including but not limited to the following:

- i) Keep all facilities clean & tidy condition within the plant battery limit.
- ii) Cleaning of top part / inside vertical parts / bottom part of all surface drains and the drains surrounding all building, shed barrack etc and disposal of the debris / sludge etc at OIL's designated places. All the drains need to be clean, devoid of any litter, trash, clogging etc.
- iii) These areas shall have to be devoid of any growth like algae or any other slippery organic, non-organic formation on them at all time during a year.
- iv) All bathrooms, toilets, urinals etc must be maintained at highest level of cleanliness. The operator must deploy housekeeping personnel regularly in that respect. There must be all time availability of all types of sanitary fittings, essentials and sanitary consumables at all these places.
- v) Upkeepment of the control room & its surroundings with best aesthetic look and indoor plants etc.

The deviation(s) from the specifications as above, if observed, shall be communicated immediately to the operator by OIL. OIL expects good relationship with the operator and also expects highly professional and positive attitudinal approach of the operator for prompt response in rectifications of any faults / deviation from specs.

## **2.9 Other Jobs and Services:**

### **2.9.1 Public Relation Jobs:**

- i) The Operator shall establish and maintain such relationship with Government, local authorities and with the public as shall be necessary or appropriate to assure that the Operations are conducted and carried out in the most effective way and to the best advantages of OIL.
- ii) Operator shall resolve issues related to the operations of Tank Farms (excluding the force majeure conditions) which otherwise may significantly affect the operations of the plant; and perform all other acts of similar nature necessary or in proper connection herewith; and any court appearance pertaining to matters relating to the Contract.

iii) The operator will have to do everything that is necessary including but not limited to jobs like liaising with all concerned government departments, civil administration, law-enforcing agencies etc for keeping all operations of Tank Farms normal during any public protest, picketing, “bandh” call etc. Such public protest, picketing, “bandh”-call etc may be in general or specifically against M/s OIL. In any case, the operator shall be responsible and accountable for smooth, uninterrupted and trouble-free Operation jobs of Tank Farms. The operator cannot and shall not attribute any disruption of normal Operation jobs of Tank Farms on account of the above reasons to Force Majorue or to OIL.

**2.9.2 Operation job not specifically mentioned in foregoing clauses:**

During the currency of the contract, Mines Manager or Installation Manager may give the operator any written advice for conducting any work or providing any service coming under the scope of Operation of the plant.

The job or the service shall be deemed as a specific operation or an assigned job of the operator under the Operation contract during that month.

The operator has to reply in writing within next 2 to 5 days of receipt of the letter if it claims that the work does not come under Operation contract. Operator must give details of their justifications, related clauses of the contract for not doing the job. The issue will be discussed among managements of both the companies for early settlement.

Looking at the urgency of the job in regards to operation & overall performance and safety of the plant, OIL may write to the operator to carry out the job first before settlement of the issue. If the job is found to be out of the purview of Operation contract, total expenditure of the operator on actual basis will be reimbursed at the earliest.

**2.9.3 General guidelines to the operator for carrying out “OPERATION” jobs:****2.9.3.1 Power and duties of OIL**

For smooth and trouble free operation of both the Tank Farms, OIL will have some administrative and operational power. Further, OIL will have some duties to perform and assistance to provide to the operator. The entire scope of OIL’s power, duty and assistance to the operator is mentioned in clause 13.0 of Section-II under Part-III (SCC) of the tender document.

**2.9.3.2 Reports / Records / Documents / Write-ups to be submitted to OIL**

i) The Operator - within 30 days of LOA of the contract - must develop a Safe Operating Procedure (SOP) including crude receipt & handover procedures in line with the Company’s requirements, reporting formats and such on-line and off-line records as may be generated by Plant Instrumentation & Control system as well as checklists & schedule of routine and periodic activities for operation of the plant as per sound practices adopted in upstream hydrocarbon industries. Such SOP shall be duly approved by the Company and be strictly adhered to by the Contractor for operation & maintenance of the plant.

ii) The Company shall also reserve the right to inspect / review the Plant as well as its SOP by itself or its representatives or audit / statutory bodies and demand compliance of recommendations thereof in a particular time frame. Such compliance jobs from the operator as above may entail changes in the SOPs already approved by OIL and these changes will be incorporated in a revised SOP which needs to be adhered to thereafter. In general OIL is not likely to revise once-approved SOPs but there is no limit to number of revisions/amendments to any SOPs.

The operator has to update and timely submit all HSE related reports / records etc to OIL. The report-formats will be as per prevalent ones in OIL and/or as suggested by statutory bodies and as per prevailing laws.

iii) In case of conflict /contradiction arising out of SOPs, contract clauses will prevail. SOPs are made within the purview and after the commencement of the contract.

iv) The Operator shall establish & maintain such books, records and accounts as are required by the contract. In addition to the reporting formats as in the SOPs, the Operator shall have to furnish all such

additional books, records, accounts, data & information pertaining to the operation of the plant as may be required and specified by OIL from time to time.

v) The Operator shall maintain and submit reports, log sheets, checklists etc of all routine and all periodic operational activities. The operator shall have to report to OIL immediately about any fault / disorder / abnormality found / identified / anticipated on any unit of the plant immediately.

Operator shall also submit all testing report of equipment / machinery / unit etc of the plant and also submit observations of the tests and any corrective actions required / taken in a separate hard bound book meant for these test reports.

vi) The Operator shall generate reports for day-to-day operation in the prescribed formats, report of cleaning and up-keepment of the entire plant, operational problems and their handling without disturbing general operation of CTF.

vii) The Operator shall carry out all safety audits at required frequency and duration and generate reports including but not limited to Tool Box Meeting, Fortnightly Pit Level Safety Meeting, Monthly Safety Meeting, Monthly Fire Drill, Near Miss Incident etc.

The operator shall have to promptly report to OIL about likelihood of any unsafe working environment / condition at Tank Farms as identified by them anytime or under Plant General Inspection.

viii) The Operator shall furnish all other reports at different intervals like half yearly reports, quarterly report on status of various equipment and facilities including civil infrastructure, sheds & buildings, roads and yards, landscaping and green belts, electric and illumination and any other items/equipments as requirement in the concurrence of the contract thereof.

#### **2.9.3.3 Daily Information and reports:**

Operator – in conjunction with and as mentioned in some of the foregoing clauses - shall maintain and furnish the following data, information and reports on a daily basis:

- i) Daily report which shall cover all activities during the period starting from 6AM of the day to 6AM of the consecutive day in OIL's format. The daily report for a particular day should be ready by 7AM of the consecutive day and will be communicated to OIL's Production (oil) office over telephone every morning before 7:30 AM by the Chief Terminal Manager or his authorized representative.
- ii) Any deviations / abnormalities in any aspects of Operation matter need to be documented separately and reported in writing to IM or his representative at the earliest.
- iii) Daily reports of all Operation related works carried out on a day must be given in a consolidated single report.
- iv) Daily attendance sheet of all Operator's employees in Form-E
- v) Any specific report required to be generated from time to time as desired by IM/Mines Manager.

#### **2.9.3.4 The operator shall generate and submit the following reports as and when required:**

- i) Reports on any emergency shutdown of operation including the details of failure, action taken and remedial action to prevent repetition of similar shut down in future and the effect of such shut down in overall Plant operation. A chronology of such operation should be maintained. A report shall also be provided when the normal operation is resumed.
- ii) All accidents are to be reported immediately as per statutory guidelines. Accidents includes but not limited to leakage or failure, oil spills, fire, structural failures, explosion, sabotage, loss of property or life, strikes or operators affecting operations.
- iii) Accident investigation reports with complete detail of accident investigation, reasons leading to accidents, other related findings, and shortcomings on any quarter, remedial steps necessary to avoid recurrence of such accidents etc. are to be submitted subsequently as per statutory norms.
- iv) Immediate reports on any emergency situations as per Disaster Management Plan.
- v) Report of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this Operation contract. All complaints / reports of malfunctioning or under-performing or breakdown of any units of the plant will be entered in a log book with date and time of lodging of complaint / report and thereafter the date and time of attending the complaint with details of repairs done to restore the unit / equipment / instrument / machine etc.



**2.9.3.5 Report submission / reporting ways****i) Various aspects in submitting reports / records etc to OIL by the operator are:**

All records / reports are to be submitted to OIL at stipulated frequencies in both hard copies and in soft format vide flash drive / electronic mails with OIL's confirmation of mail-receipt. List of email ids shall be provided to the operator.

ii) All hard copies of reports / records etc must be countersigned by all concerned persons of the operator. Operator shall have to submit some of the soft copies of reports / records etc as would be advised by OIL in editable format ( for OIL's requirement of using the data) with OIL acknowledging the receipt of corresponding hard copies.

iii) Reports / records etc in both forms are to be submitted during normal working hours **(07:00am to 03:00pm)** of a working day.

iv)

a) In case OIL's officers are unavailable at the plant, reports / records etc in both forms need to be submitted **by 8:00am of the next working day.**

b) Hard copies of reports/records etc must be well maintained / stored by operator.

v) OIL will have separate storing facilities for all hard copies of reports / records etc to be submitted by the operator at Administrative office under Installation Manager. However, in most of the days under normal circumstances, there shall be only the Installation Manager or his representative at the plant. In such days, the operator under the supervision of their administrative officer shall store the hard copies of reports / records etc on behalf of OIL in presence of Installation Manager by engaging their office staff.

vi) In case of report / records etc submitted by flash drive, virus-free conditions in all OIL's systems at control room are the operator's responsibility and operator will be accountable for any breakdown of systems on account of virus attack during data transfer.

**2.9.3.6 Access to operations and Rights to Inspection & Information from the Operator:**

OIL in consultation with authorized representative of the operator shall at any point of time of the operations may:

i) Inspect all records, data generated from studies, files and other information kept by the Operator.

ii) Have copies made of all data or information including lab analysis & charts.

iii) Request and receive from the Operator statements or status where reasonable as desired by OIL for any job pertaining to operation and maintenance.

**2.9.3.7 Reports to Statutory bodies and approvals:**

The Operator will submit all HSE related reports / records etc to the statutory bodies as required under various Acts, Regulations and guidelines issued by such bodies as and when required.

**3.0 Man power Clause**

i) All personnel to be deployed in different streams of work must have sound health, requisite qualifications, adequate experience in their respective fields as well as requisite competency as stipulated vide Indian Mines Act, Oil Mines Regulations & other byelaws, regulations & norms in force. The Operator must warrant that all their employees shall perform the work correctly and efficiently and must ensure that such personnel observe all applicable statutory norms and safety requirement of OIL.

ii) Operator would submit all documents, Biodata / Qualification / Experience-details / Credential/ Competence Level / Eligibility Certificates / Police Verifications / IME reports etc and other relevant data of any prospective appointments to be deployed at both the Tank Farms. Such personnel must not have any pending case against them in court of law / any pending police case or FIR against them. Any of the employees – officers or work staff – can work at respective Tank Farms only after approval of OIL for such employees. If not approved by OIL, contractor cannot employ any of its employees at Tank Farms. In regards to selection process of the contractor for their potential employees to be deployed at both the Tank Farms, OIL shall not have any role or say.

The cost - if any - on providing all the above initial documents / reports etc (including but not limited to Initial Medical Examinations, IME) to OIL at the beginning of deployment of each prospective employee shall be responsibility of the operator.

The initial documents to be provided to OIL shall be applicable for any new/ fresh employee to be deployed at CTF-Duliajan and Moran Tank Farm at any time during the currency of the contract.

Further, the operator shall be responsible for (carrying out Periodic Medical Examination (PME) and) providing OIL with PME reports of the employees on or before completion of 3 (three) years of working continuously at CTF-Duliajan & Moran Tank Farm.

iii) Even after initial deployment if at a later stage OIL finds any personnel of the Operator to be unsuitable / undesirable to OIL and communicates to the operator in writing, the Operator shall remove such personnel immediately from working at any of the Tank Farms as mentioned. In this case, the operator - entirely on their expense - shall promptly replace such personnel with alternative personnel acceptable to OIL. New recruitment shall take over the responsibility after adequate training and familiarization during which, persons of the existing work force must have to work for 2(two) consecutive shifts in place of the expelled persons.

iv) If operator wants to change any of their personnel deployed at any of the Tank Farm at any time, replacement for such employee(s) will be required in advance. New recruitment shall take over the responsibility after adequate training and familiarization prior to release of concerned persons. For new recruits, clauses 3.0 (i), (ii) & (iii) will be applicable.

v) Operator shall be solely responsible throughout the period of the Contract for ensuring that all the operator's employees have requisite statutory trainings like but not limited to Fire Fighting Training as per OMR /OISD-116, MVT, First Aid, Gas Testing etc.

The operator must maintain its training-matrix records of its all employees and keep it updated at all times.

Absence of any requisite statutory trainings including but not limited to the above for any employee shall render that employee un-employable at CTF-Duliajan or Moran Tank Farm and clause no 3.0 (iii) above will be applicable.

OIL will provide the above mentioned trainings to all employees of the operator free of cost. But such training can be imparted to contractor's personnel at OIL only during periods when OIL conducts these trainings and subject to availability of seats.

vi) The Field manager of CTF-Duliajan and Moran Tank Farm appointed by the operator shall be fluent in English and local Language (both writing and speaking).

vii) Operator shall engage Manpower required for the Operations and maintenance and determine their numbers in all concerned categories of employees as mentioned below, selection, hours of labour and compensation as per the provisions of Mines act and other applicable laws, by-laws, regulations, Acts etc. Operator can and shall obtain when appropriate, such occasional or part time service of experts, seconded employees for operational requirement or for having some operational advantage in operator's performance. But OIL's approval for such employee's deployment at any of the Tank Farms as mentioned needs to be taken beforehand.

viii) Handing over of charge to the next reliever personnel immediately in case of its unavailability at site/ place. The plant shall be manned on 24X7 basis in 3 shift pattern and a general shift as per the general guideline about deployment of **minimum number of employees** under different category / shifts is given below:

Sl	Category	Duty pattern	No of Persons in Shift (8hrs) CTF, Duliajan	No of Persons in Shift (8hrs) Moran Tank Farm	Relievr (Off-day duty/ Leave) CTF, Duliajan	Relievr (Off-day duty/ Leave) Moran Tank Farm	Total Manpr Reqd. For Both Tank Farm	Qualificatio n/ Experience

<b>Sl</b>	<b>Category</b>	<b>Duty pattern</b>	<b>No of Persons in Shift (8hrs) CTF, Duliajan</b>	<b>No of Persons in Shift (8hrs) Moran Tank Farm</b>	<b>Relievr (Off-day duty/ Leave) CTF, Duliajan</b>	<b>Relievr (Off-day duty/ Leave) Moran Tank Farm</b>	<b>Total Manpr Reqd. For Both Tank Farm</b>	<b>Qualificatio n/ Experience</b>
01	Field Manager / Terminal Manager	General Shift – 24 hours available basis	1(G)	1(G)	0	0	2	Graduate in Mechanical / Instrumentation / Chemical with 5 year experience (1 year's minim. Experience in Tank Farm)as mentioned below.
02	Mechanical Engineer	General Shift – 24 hours available basis	1(G)	1(G)	1		3	Graduate in Mechanical with 3 years experience in any process industry (handling similar nature of job as mentioned below.)
03	Instrument Engineer / Control Room Operator	General Shift – 24 hours available basis	1(G)	1(G)	1		3	Graduate in Instrumentation with 3 years experience in any process industry (handling similar nature of job as mentioned below.)
04	Electrical Engineer	General Shift – 24 hours available basis	1(G)	1(G)	1		3	Graduate in Electrical with 3 years experience in any process industry (handling similar nature of job as mentioned below.)

Sl	Category	Duty pattern	No of Persons in Shift (8hrs) CTF, Duliajan	No of Persons in Shift (8hrs) Moran Tank Farm	Relievr (Off-day duty/ Leave) CTF, Duliajan	Relievr (Off-day duty/ Leave) Moran Tank Farm	Total Manpr Reqd. For Both Tank Farm	Qualification/ Experience
05	Fire Officer cum HSE Officer	General Shift – 24 hours available basis	1(G)	1(G)	0		2	HSE qualified Engineer with 3yrs experience in petroleum industry (handling similar nature of job as below) along with Graduate in Fire Engg/Fire&Safety Engg/Fire Tech /Graduate in Science+1 yr. Diploma in Industrial Safety Engg /Fire&Safety Engg from Institute recognized by State/Central Govt.
06	Shift Fireman	8 hours shift basis	2(M)+ 2(E)+ 2(N)	2(M)+ 2(E)+ 2(N)	2	2	16	10+2 pass in any stream from Govt. Recognized board institute/University with minimum 6 months “Basic Fire Fighting Course” from an Institute recognised by State/Central Govt. Details mentioned below.

Sl	Category	Duty pattern	No of Persons in Shift (8hrs) CTF, Duliajan	No of Persons in Shift (8hrs) Moran Tank Farm	Relievr (Off-day duty/ Leave) CTF, Duliajan	Relievr (Off-day duty/ Leave) Moran Tank Farm	Total Manpr Reqd. For Both Tank Farm	Qualification/ Experience
07	Shift Diploma Engineer (Instrumentation)	8 hours shift basis	1(M)+ 1(E)+ 1(N)	1(M)+ 1(E)+ 1(N)	1	1	8	Diploma in Instrumentation with 3 year experience in any process industry (handling similar nature of job as mentioned below.)
08	Shift Diploma Engineer (Electrical)	8 hours shift basis	1(M)+ 1(E)+ 1(N)	1(M)+ 1(E)+ 1(N)	1	1	8	Diploma in Electrical with 3 year experience in any process industry (handling similar nature of job as mentioned below.)
09	Helpers	8 hours shift basis	2(M)+ 2(E)+ 2(N)	2(M)+ 2(E)+ 2(N)	2	2	16	ITI in Electrical & Instrumentation with 2/3 year experience in any process industry handling similar nature of job as mentioned below.
10	House Keeping personnel	General shift	2(G)	2(G)	1	1	6	Suitably qualified as defined below
(Abbreviation: G-General Shift, E-Evening Shift, N-Night Shift) <b>Total Nos. : 67</b>								

Normal duration of General shift is wef 7:00 am to 3:00 pm except Sunday as weekly off. But all such key persons shall be available for 24 hours and all or anyone of them must be available at worksite as per requirement &/or as per advice of OIL in regards to any Operation work. If OIL decides that presence of all or anyone of them is necessary for safe, uninterrupted and full-capacity performances of all Operation jobs of the plant at any time beyond general shift on any days, person(s) must attend duty at site. Here decision of the necessity of the person's presence is solely OIL's and operator has to abide by that decision.

ix) The **minimum number of persons** - as in clause no 3.0 (viii) above - shall not decrease on any reason. Shift to shift change over needs to be maintained and any person working on preceding shift cannot leave the plant unless his corresponding reliever of the next shift relieves him of his duty. This is applicable to officers and workmen alike and applicable in case of Operation gang shift change-over between morning and night shifts. However in all cases, operator needs to plan their work personnel in such a way that no employee must work more than 2 shifts consecutively.

The operator will submit a list of engaged manpower and their deployment pattern including any change in the manpower/ deployment pattern during the tenure of contract period. The deployment pattern should meet the statutory requirement as per Mines act and other Government Laws, statutory by-laws and Acts etc. Operator shall provide the Installation Manager, OIL with roster/ deployment pattern of all its employees on a monthly basis in the first three days of the month. Operator shall furnish actual attendance of a day to the Installation Manager or to his representative on the next working day. Failure to provide daily attendance sheet to OIL shall invite **Penalty Clause number-06** as per clause no. 4.0 (i).

x) Operator will intimate the Installation Manager, in writing, if any deviation particularly in the numbers of respective category of employees (Shift engineers, gang engineers, competent and/or skilled work personnel and workers) takes place in any shift on a day on the next working day. Operator will highlight on their daily attendance given to the IM, if any employee had to work for 2 shifts consecutively as per the clause no 3.0 (ix) above.

xi) The Operator, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Operator shall also be responsible for its validity and renewal and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

xii) The Operator shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and taxes, if any, payable at no charge to the Company.

The Operator's crew personnel's shall arrange for their meal from their own, OIL shall not be responsible for providing any optional canteen facility.

Any shortage of man-power below the minimum number of employees as stated in clause no 3.0(viii) above due to any reason(s) under any clauses as above or any other reasons of the operator shall be penalized under **Penalty Clause number-06 as per clause no. 4.0 (i)**. Further operator's failure to submit daily attendance of operator's employee to Installation Manager or to his representative on the next working day on daily basis shall also invite **Penalty Clause number-06 as per clause no. 4.0 (i)**.

### **3.1 Job requirement and qualification of the Key Personnel:**

#### **i) Field Manager/ Terminal Manager:**

The incumbent shall be an Engineering Graduate in Mechanical / Instrumentation/ Chemical with minimum five (5) years of experience in any process Industry (Handling similar nature of job as mentioned) along with 1 (one) year minimum experience in Tank Farm. The person shall have overall responsibilities for safe & environmentally friendly operation and administrative activities of the plants and establishment. The person shall be fully conversant with all the operation of both the Tank Farms related to but not limited to hazardous oil/gas processing, different pumps/ motors, electrical systems, various control loops of the processing, computer operation etc. Additionally, he must have adequate experience and managerial skill to lead a multidisciplinary team to carry out day to day jobs. The person shall also be conversant with Oil & Gas Mines Safety Rules & Regulations and shall be in constant touch with Company representative. The Field Manager shall normally attend general shift duty but shall be available for 24 hours.

#### **ii) Mechanical Manager / Engineer:**

Mechanical Manager / Engineer must have Degree in Mechanical Engineering with minimum 3 year experience in any process Industry (Handling similar nature of jobs as mentioned). The incumbent

should be dynamic and have managerial skill to plan ahead and lead a team of experienced persons for carrying out day to day jobs & Operational activities. The person shall have overall responsibilities for safe & environment friendly operation of all Mechanical equipment / items of the plant. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the Mechanical equipment / items of the plant including the air conditioners.

The Mechanical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (1984), Mines Act, Mines Rules, and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc. He shall, with the help of his team, shall keep and maintain all statutory Mechanical records of the plant.

The Mechanical manager shall be responsible for overall plant mechanical units including record keeping. Apart from the usual mechanical units like pumps / engines / compressor etc, the person shall be conversant with all the operation activities of Tank Farm related to hazardous oil and gas processing, fire fighting system etc. The person shall be in constant touch with Company representative.

The Mechanical Manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the Field Manager in every possible way to run the plant smoothly, including the administrative activities of the plants and establishment.

iii) **Instrumentation Engineer / Control Room Operator:**

The Instrument Engineer shall be the overall in-charge and coordinator of all Operational activities of the control and instrumentation systems Tank Farms. The person shall have to take the responsibility of trouble free operation of all the instrumentation systems of the Plant.

He shall be engineering degree holder in Instrumentation with specialization in instrumentation and having adequate knowledge in computer application and having a minimum of 3 year experience in any process Industry (Handling similar nature of job as mentioned).

iv) **Electrical Manager:**

Electrical Manager / Engineer must have Degree in Electrical Engineering with minimum 3 year experience in any process industry (Handling similar nature of job as mentioned). The incumbent should be dynamic and have managerial skill to plan ahead and lead a team of experienced persons for carrying out day to day jobs operational activities. The person shall have overall responsibilities for safe & environment friendly operation of all electrical equipment / items of the plant. He should be confident in independently carrying out fault finding analysis, rectification of fault, operation and routine / planned / breakdown maintenance of all the electrical equipment / items of the plant including the air conditioners.

He must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued/ **vetted** by State Licensing Board, Assam or equivalent authority. The Electrical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (1984), Central Electricity Authority Regulations (2010), Mines Act, Mines Rules, Indian Electricity Act and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc.

The electrical manager shall be responsible for overall plant electrics including record keeping. He shall, with the help of his team, shall keep and maintain all statutory electrical records of the plant.

Apart from the electrics of the plant, the person shall be conversant with all the operational activities of Tank Farm related to hazardous oil and gas processing, CP system, SCADA operation etc. The person shall be in constant touch with Company electrical engineer/representative.

The Electrical Manager shall normally attend general shift duty but shall be available for 24 hours. Additionally, he must assist the Field Manager in every possible way to run the plant smoothly, including administrative activities of the plant & establishment.

v) **Fire Officer cum HSE Officer:**

HSE officer cum Fire officer should be HSE qualified Engineer with 3yrs experience in petroleum industry (handling similar nature of job as mentioned above.) along with Graduate in Fire Engg/Fire&SafetyEngg/Fire Tech./Graduate in Science + 1yr. Diploma in Industrial Safety Engg./Fire & SafetyEngg from an Institute recognized by State/Central Govt. Maintain minimum physical standard of height 150cm, weight-50kg, and chest-81cm with expansion 5cm

The person shall be able to initiate execution of all the activities stated in clause no 2.4 above. The person shall by oneself or with the league of field manager / other managers must carry out all S&E related jobs on priority basis so that the operator's all personnel are sensitized / aligned to carry out the jobs as primary "OPERATION" jobs. This officer shall ensure that all routine S&E related jobs coming at definite frequencies must be known to all in the morning rake-up / tool-box meeting. The person must be able to develop good file management / record keeping system.

vi) **Shift Fireman:**

Shift fireman shall be 10+2 pass in any stream from Govt. Recognized board institute/University with minimum 6 months "Basic Fire Fighting Course" from an Institute recognized by State/Central Govt. Maintain minimum physical standard of height 150cm, weight-50kg, and chest-81cm with expansion 5cm.

vii) **Shift-Diploma-Engineers (Instrumentation):**

Diploma in Instrumentation with 3 year experience in any process industry (handling similar nature of job as mentioned above).

viii) **Shift Diploma Engineers (Electrical)**

Diploma in Electrical with 3 year experience in any process industry (handling similar nature of job as mentioned above). They must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued / vetted by State Licensing Board, Assam or equivalent authority. The Electrical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (1984), Central Electricity Authority Regulations (2010), Mines Act, Mines Rules, Indian Electricity Act and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc.

ix) **Helpers:**

ITI in Electrical & Instrumentation with 2/3 year experience in any process industry handling similar nature of job as mentioned above.

In case of electrical helper, person shall possess valid electrical workmen permit part I & II issued / vetted by State Licensing Board, Assam or equivalent authority.

x) **Housekeeping Personnel:** Suitably qualified with class 10<sup>th</sup> pass certificate.

#### **4.0 Imposition of Penalty**

i) Penalty shall be imposed on the operator for failure of the operator to do any job as per detail scope of work stated on different sub-clauses within clause no 2.2 to 2.9 and Clause no 3.0 & 3.1. Penalties are enlisted at serial number column as below:

Sl No.	Clause no	Reason of Penalty	Basis of penalty amount	Amount
1.	2.6 (ix) Safety Gadgets	i) Non availability of all required safety gadgets, tools & equipment.  ii) Operator's Failure to keep entire Fire Fighting system in full	i) Penalty equal to "One day Operational Charge/Week will be deducted until its compliance from the invoice of the particular month	One day Operational Charge /week



<b>Sl No.</b>	<b>Clause no</b>	<b>Reason of Penalty</b>	<b>Basis of penalty amount</b>	<b>Amount</b>
2.	2.6 (xi) FF system failure.	operational condition during all time.  iii) Operator's Failure to maintain Ring main line pressure (min of 7 Kg/ cm <sup>2</sup> ).  iv) Operator's failure to comply all other terms of clause no 2.6 (viii) & 2.6(x).		
3	2.7.1 (i) OWS Maintenance	v) Operator's Failure to maintain OWS system as per specifications.		
4	2.7.1 Oil spillage/ Drains	vi) Operator's Failure to maintain cleanliness and oil-free state in the entire plant surface area and drains  vii) Any other failures to meet the HSE/statutory requirements as mentioned.		
5	2.8 General Upkeepment	i) Operator's failure to carry out daily general up-keepment jobs as per specifications.	i) Penalty equal to "half day Operational Charge/Week will be deducted until its compliance from the invoice of the particular month	Half day Operational Charge /week
6	3.0 Shortage of man-power	i) Operator's failure to deploy minimum numbers of employees on each day. ii) Operator's failure to submit daily attendance of their employees at respective Tank Farms.	i) Penalty lumpsum of Rs.15,000/- will be deducted for each day of failure.	15,000/- INR (failure)

**- END OF SECTION-I -**

## **SECTION-II**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1.00 DEFINITIONS AND INTERPRETATION**

**1.01** “THE COMPANY / OWNER / OIL” means Oil India Limited, a Government of India Undertaking having its registered office at Duliajan, Assam.

“THE CONTRACTOR / OPERATOR” means the successful bidder of this contract. “Act” means the all applicable laws;

**1.02** “OMR” means Oil Mines Regulation 1984;

**1.03** “Schedule” means a schedule appended to these regulations;

**1.04** “Regional Inspector” means the inspector of mines in charge of the region or local area or areas in which the mine is situated or the group or class or mines to which the mine belongs, over which he exercises his power under the Act;

**1.05** “Petroleum” means naturally occurring hydrocarbons in a free state whether in the form of natural gas or in a liquid, viscous or solid form but does not include helium occurring in association with petroleum;

**1.06** “Gas” means the vapor state of the hydrocarbons occurring in, or derived from petroleum.

A. “Gas free” means an environment in which the percentage of flammable gas does not exceed 20 percent of lower explosive limit of such gas.

B. “Machinery means –

- I. any stationary or portable engine, pump, air or gas compressor, boiler or steam apparatus, or
- II. any such apparatus, vessels, appliance or combination of appliances intended for developing, processing, storing, transmitting, converting or utilizing energy, or
- III. any such apparatus, appliances or combination of appliances if any power developed, stored, transmitted, converted or utilized thereby is, under or intended for use in connection with mining operations.

**1.07** “Toxic dust/gas” means any dust or gas which can cause a reversible or irreversible disturbance of the normal physiological processes of one or more bodily systems;

**1.08** “Hazardous atmosphere” means an atmosphere containing any flammable gas in a concentration capable of ignition.

**1.09** “Hazardous area” means an area where hazardous atmosphere exists or is likely to occur.

**1.10** “zone one” hazardous area” means an area in which a hazardous atmosphere is likely to occur under normal operating conditions;

**1.11** “zone two” hazardous area” means an area in which hazardous atmosphere is likely to occur only under abnormal conditions;

**1.12** “Installation” means any fixed installation or part of a fixed installation which is maintained within the mine or is to be established there in connection with exploitation of petroleum or with a view to such exploitation.

**1.13** The “Mines Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the Mine.

**1.14** “Installation Manager” means the person appointed in writing by the owner or agent of the mine to be in charge of and responsible for all operations and activities of or in connection to the installation.

**1.15** “Competent person” means a person who is capable of identifying existing and predictable hazards in the surroundings of working conditions which are unsanitary or dangerous to work-persons and who has authorization to take prompt corrective measures to eliminate them.

**1.16** “Official” means a person appointed in writing by the owner, agent or manager to perform duties of supervision in a mine or part thereof and includes installation manager, mines safety officer, fire officer, engineer (installation) and surveyor.

**1.17** The “WORK” means and include all items to be supplied, things to be done and services to be provided and activities to be performed by the OPERATOR, pursuant to and in accordance with the CONTRACT, or part thereof, as the case may be, and shall include all extra, additional, altered or substituted items/things/activities/services as required for purpose of the Operation of the plant at DESIRED PERFORMANCE LEVEL with due authorization from the Mines Manager or Installation Manager.

**1.18** “CONTRACT” means the contract agreement signed for **“Operation of the new facilities Post implementation MB LAI Committee Recommendations in the Central Tank Farm, Duliajan & Central Tank Farm, Moran”**.

“TANK FARM of DULIAJAN & MORAN” means Central Tank Farm (CTF) of Duliajan & Central Tank Farm (CTF) of Moran.

**1.19** “DAY” means a day of 24 hours starting from morning 6 AM of the particular day to next morning 6 AM, irrespective of the number of hours worked in that day.

**1.20** “WORKING DAY” means any DAY, which is not declared to be holiday or rest day by the OWNER.

**1.21** “WEEK” means a period of any consecutive seven days.

**1.22** “Quarter” means a period of three months ending on the 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September or 31<sup>st</sup> December.

**1.23** “DESIRED MAINTENANCE PERFORMANCE LEVEL” of the PLANT means trouble-free operation of the PLANT with stipulations explained under article PENALTY.

**1.24** “Major Accident” means an occurrence including but not limited to, a major emission of fire or explosion from uncontrolled developments in the course of drilling and for production, storage, handling or transportation, processing of petroleum or machinery or owing to natural events leading to serious effects (both immediate and delayed as well as inside or outside the installation) causing or likely to cause substantial loss of life and property.

**1.25** “District Magistrate” in relation to any mine means the District Magistrate or the Deputy Commissioner as the case may be, who is vested with the executive powers of maintaining law and order in the revenue district in which the mine is situated.

In the case of a mine which is situated partly in one district and partly in another, the District Magistrate for the purposes of these regulations shall be the District Magistrate authorized in this behalf by the Central Government.

**1.26** EMERGENCY means any happening which have immediate harmful affect involving threat to the installation, its surroundings and other installations and Govt/ public properties and/or its people resulting in disaster caused by major accident and/ or uncontrolled release of hydrocarbon from underground reservoir, natural calamities like flood, storm, earthquake etc.

**1.27** Normal duty hours means from 7:00 AM to 3:00 PM on all working days.

**1.28** “Standard and Sound Industry Practice” means Clean and safe environment in the entire plant some parameters of which but not limited to are Plant’s drains, OWS pits, office-buildings, sheds, facilities, engines,

machines, equipment, water reservoirs etc, each devoid of Oil spillage, dirt, filth, sludge, rubble, garbage , residue, high growth grass etc.

**1.29 Effective date and Duration:**

This Agreement shall be effective from the Effective Date (being the date on which this Agreement is signed) and unless terminated earlier pursuant to the provisions of this Agreement or the contract, shall continue in effect for the term of contract.

**2.0 MOBILIZATION**

2.1 Mobilization shall be deemed to be complete when the contractor is ready in all respects to commence the work. The contractor shall intimate the Company in writing of their readiness to commence work.

**3.0 CONTRACTOR'S PERSONNEL**

3.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of contractor's personnel. Such employees shall be solely of Contractor's employees. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

3.2 Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

3.3 Replacement of Contractor's Personnel: Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

3.4 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

**4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT FIELD INSTALLATIONS:**

4.1 Contractor shall provide food & services for its own & personnel.

4.2 Transportation of Contractor's personnel from base camp to work place and back will be arranged by Contractor at his cost.

4.3 Medical Facilities: The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

**5.0 CONTRACTOR'S ITEMS**

5.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.

5.2 Contractor will provide all POL for operation of Contractor's equipment both at work-site and campsite at Contractor's cost.

**6.0 CONDUCTING FIELD & OFFICE WORKS**

6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.

**6.2** All the equipments and materials required for execution of the works under this bid shall be in good working condition. The company reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment.

**6.3** Contractor shall be solely responsible for the operation of the equipments as mentioned.

**6.4 HEALTH, SAFETY & ENVIRONMENT (HS&E) MANAGEMENT:**

The objective of safety management is to evaluate, monitor and communicate about the health, environment and safety of the contractor workforce for an incident free work environment during operation of the contract. Oil India Limited has already devised a standard Performa (Part-V SM / Safety Measures of the tender document), which contractor has to undertake regarding compliance of all safety measures while carrying out contractual job. **Bidder/Contractor's HSE Policy shall cover all the points listed in Part-V SM / Safety Measures of the tender document and shall have to give undertaking to comply the same.**

A) OIL has also an HSE policy in place covering different applicable industry standards and regulations. Moreover the policy is guided by the statutory and Government directives.

- i) **HSE Drills, meeting etc:** The Party shall observe such HSE regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Party shall take all measures reasonably necessary to provide safe & pollution free working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. Party shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
- ii) **Record Keeping ,Documentation in connection with HSE :** Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual / contingency plans for pollution control should be kept at site. Compliance of these shall be the sole responsibility of the Party.
- iii) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as per Rule 44(1) of Mines Rules 1955.
- iv) **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Party's personnel including catering services shall be Party's responsibility.
- v) **STAND BY VEHICLE:** A standby vehicle should be made available by the bidder at work site for emergency mobilization of personnel to hospital in case of injury/accident.

Note: The bidder shall submit an undertaking as per Part-V SM / Safety Measures of the tender document.

**6.5 Adverse Weather:** Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the equipment and personnel to the fullest possible extent.

**7.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

**7.1** It is expressly understood that Contractor is an independent party/Contractor and that neither it nor its employees are employees or agents of company provided, however, company is authorized to designate its representative, who shall at all times have access to the equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative as being in charge of company's designated personnel. The company's representative may, amongst other duties, observe, test, check and control implementation of equipment and inspect works performed by contractor or examine records kept by Contractor.

**7.2 Compliance with Company's Instructions:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to work programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.

**7.3 Confidentiality of Information:** All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

**7.4** Contractor shall arrange for inland transportation of all equipment, etc. ~~from the port~~ to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.

**7.5** Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to contractor's personnel working in the area and provide medical facilities to contractor's injured persons if any due to accident / take corrective measures in case of pollution as per the company's instructions.

**8.0 Loss or Damage of Contractor's equipment**

Except as otherwise specifically provided in the contract, any damage to or loss, of tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss the equipment or property of Contractor furnished or intended for use in the operations herein undertaken.

**9.0 Loss or Damage of OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to Contractor, the Contractor shall compensate OIL adequately.

**10.0 Pollution and contamination:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface.

**11.0 LIQUIDATED DAMAGES & PENALTY**

**11.1** Mobilization shall be completed within 30 (Thirty) days from the Date of issue of LOA about award of the Contract.

**11.2** For default in timely mobilization, the Contractor shall pay to the Company liquidated damages at the rate of ½ % of the Contract value per week or part thereof of delay subject to maximum of 7.5% of the Contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of actual completion of the mobilization as defined in 2.0 above under Section-II.

**11.3** If the Contractor fails to mobilize within **30 days** from the issue of LOA, the Company reserves the right to cancel the Contract without any compensation whatsoever.

**11.4** In case of inordinate delays attributable to the Contractor in any stage of contract period the Company also reserves the right to discontinue the contract in which case no charge shall be payable to Contractor. Company's decision in such matters shall be final and binding on the Contractor.

**12.0 DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their employees and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

**13.0 Powers and Duties of OIL**

In no other circumstances, OIL's obligations cover any other matter(s) not stated below:

- i) OIL shall appoint, as per provisions of the Oil Mines Regulations 1984 (OMR), a Mines Manager, an Installation Manager or his representative, Competent Person(s) for safe operation of the plant as per sound industry practice.

- ii) The Installation Manager, Mines Manager or his representative will be solely responsible for all decisions regarding safe operation and up to date maintenance of the installation. Installation Manager, Mines Manager or his representative will also be responsible for maintenance of water disposal wells connected to the installation.
- iii) Subject to the provisions of the contract, OIL promptly pay and discharge the costs arising out of operation & maintenance of the plant, reimbursement of other jobs as per this contract as per provisions of the payment terms of the contract.
- iv) OIL shall deduct such amount of money from monthly "OPERATION" bills of the contractor in case the contractor fails to carry out any job as mentioned in the tender document. A written notice stating the partial fulfillment of "OPERATION" jobs and corresponding shortfalls as per terms of contract will be given to the contractor.
- v) The Contractor will be following all the operational instructions as decided by the Installation Manager, Mines Manager or his representative for safe operation of the plant, as per the scope of work covered under clause no 2.2 of Section-I under Part-III (SCC). For any decision regarding safe operation of the plant, the decision of Installation Manager, Mines Manager or his representative will be final & binding which must be strictly complied with by the contractor unless such decisions are contrary to the provisions of the contract.
- vi) OIL will have to finally give consent to appointment of any work personnel in the capacity of officers or work-staff for working at Tank Farms under the contract. Contractor must hand over all documents about their potential employees to be deployed at Tank Farms regarding personal details, educational background, other credentials etc before actual appointment. OIL does not have any part or say on the selection procedures of employees of the contractor. However, on receipt of all documents as above OIL has the right to reject / disallow any such employees to work at Tank Farms. This clause is applicable in conjunction with Man power **clause no 3.0 (ii)** of Section-I under Part-III (SCC).
- vii) The Installation Manager, Mines Manager or his representative shall have the authority to promptly take action regarding removal of any person working inside the plant from his workplace for negligence of duty, violation of safety norms as per Mines Act or OMR, HSE policy of OIL and willful insubordination of any legitimate order of the Installation Manager, Mines Manager or his representative regarding operation of the plant. Such decisions will be in consultation with representative(s) of the contractor and are applicable in conjunction with Man power **clause no 3.0 (iii)** of Section-I under Part-III (SCC).
- viii) The Installation Manager, as per provisions of the OMR, will visit the installation once in every working day and the authorised representative of the contractor will be physically present during the regular visit of the Installation Manager to the Installation. In case of any operational emergency when the authorised representative of the contractor leaves the installation during the visit of the Installation Manager, the prior intimation for the same should be made in advance to the Installation Manager and the name of the authorised in-charge representative(s) shall be made known to the Installation Manager in writing.
- ix) **OIL shall make available Electricity free of cost for "OPERATION" of the plant from OIL's captive power plant at a New Switch Room inside the plant boundary.**
- x) **OIL shall also provide AFFF foam compound used for mock disaster drill proposed by OIL.**

**14.0** Contractor should ensure that there is no pollution either of water, air or sound during the operation of the new facilities under the MB Lal project. Contractor should be more careful and checked for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor should inform such leakages immediately to the Company's Representative.

**15.0** The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

**16.0 LABOUR LICENSE:** The Contractor, before starting the work shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish a copy of the same to the Company. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.

**17.0** The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:

- i.** Total manpower list
- ii.** All certificates as per applicable laws including Mines Acts.
- iii.** Regional Labour certificate, if required.

**18.0 Additional expenses due to fault of the contractor:**

In case additional expenses are incurred due to failure of system / process/ equipment / general infrastructure of the plant/ facilities, pipeline network and disposal wells on account of wrong operation / wrong maintenance / wrong handling/ poor workmanship / use of incompetent manpower/ lack of supervision/ lack of co-ordination/ willful insubordination of Operating instruction by the person or group of persons engaged by the contractor, the contractor will bear all such expenses. The contractor will commence necessary rectification/ modification required to rectify such failures.

**19.0 Additional expenses on OIL for design modification required at the plant:**

For any modification in design or addition of new equipment or infrastructure which is required for some additional requirements felt by OIL during the currency of the "OPERATION" contract, the cost will be borne by OIL, unless otherwise the modification/ addition is required to rectify poor workmanship of the contractor during operation.

**20.0** The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

**- END OF SECTION-II -**



**To,  
DGM-CONTRACTS(HoD)  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

**OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM, DULIAJAN & MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS.**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules

1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

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

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

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

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

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**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 **OPERATION OF THE NEW FACILITIES IN THE CENTRAL TANK FARM, DULIAJAN & MORAN TANK FARM FOR A PERIOD OF 3 (THREE) YEARS - UNDER IFB NO. CDI2263P17**. 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**

(1) 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.

(2) 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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder/Contractor**

(1) 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 cartelization 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.
- (2) 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.

-----  
**For the Principal**

-----  
**For the Bidder/Contractor**

**Place.** Duliajan.

**Witness 1:** .....

**Date.** .

**Witness 2:** .....

**BID FORM**

To  
M/s. Oil India Limited,  
P.O. Duliajan, Assam, India

**Sub: IFB No. CDI2263P17**

*Gentlemen,*

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 work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **"NOT TO BE QUOTED HERE"** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of annualized contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing 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 \_\_\_\_\_ 2016.

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

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

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

**Seal of the Bidder:**



**STATEMENT OF NON-COMPLIANCE (IF ANY)****(Only exceptions/deviations to be rendered)**

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

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

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

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

**NOTE:**

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

**PROFORMA LETTER OF AUTHORITY**

TO  
**DGM-CONTRACTS(HoD)**  
Contracts Department  
P.O. DULIAJAN PIN - 786602  
Dist. Dibrugarh, Assam  
India

Dear Sir,

**SUB: OIL TENDER No. CDI2263P17**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm that Mr. \_\_\_\_\_  
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf  
with you against Tender Invitation No. **CDI2263P17** for **Operation of the new facilities in the Central Tank  
Farm, Duliajan & Moran Tank Farm for a period of 3 (three) years** for any commercial / Legal purpose etc.

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

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

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

Yours faithfully,

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

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
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. \_\_\_\_\_ 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  
said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank &amp; 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  
/as specified in the Tender.

**[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:

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Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work) \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH****TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD****TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of ..... (Name of the Bidder) for the last three (3) completed accounting years upto .....**(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.)	<b>NET WORTH</b> In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature

**FORMAT FOR UNDERTAKING**  
**(IN TERMS OF CLAUSE NO. 20.0 OF SECTION-II (SPECIAL CONDITIONS OF CONTRACT) OF**  
**PART-III (SCC) OF TENDER NO. CDI2263P17)**  
**(On Non-Judicial Stamp Paper of Rs. 100/-)**

**TO BE NOTORISED**

To

**DGM-CONTRACTS (HoD)**  
**OIL INDIA LIMITED**  
**DULIAJAN**

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CDI2263P17**

This is in connection with the Bid submitted by me/us, .....(**Name of Bidder**), against Tender No. CDI2263P17 for Operation of the new facilities in the Central Tank Farm, Duliajan & Moran Tank Farm for a period of 3 (three) years.

I/We the afore mentioned Bidder against the subject tender understand that minimum wages may increase from time to time as notified by statutory authority and hereby undertake that in case contract against the subject tender is awarded to me/us, I/We shall not make Company (Oil India Limited) liable to reimburse me/us for such statutory increase in the wage rates of the labours/workers appointed by me/us during the entire period of the contract, including extension if any.

I/We further undertake that in case contract against the subject tender is awarded to me/us, I/We will pay my/our workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company (Oil India Limited).

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

**1. Authorized Signatory with Seal \_\_\_\_\_**  
**(Bidder)**

**Place:-**

**Date:-**