

**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.	CDI2849P17
Description of Work / Service	CONSTRUCTION OF 4 NOS 500KL CRUDE OIL STORAGE TANKS
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	02.11.2016 TO 24.11.2016 (up to 15:30 HRS)
Bid Closing / Opening Date & Time	01.12.2016 (11:00 HRS / 14:00 HRS : Server Time)
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	Rs. 1,000.00
Bid Security (EMD)	<p>Rs. 7,89,000.00</p> <p>The Bid Security should be in the form of a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening) 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>Notes:</p> <p>a. 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) <u>on or before Bid Closing date and time.</u></p> <p>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.: CDI2849P17

Description of Work / Services: Construction of 4 nos 500 KL crude oil storage tanks

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 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.

E-TENDER NO. CDI2849P17**4.0 EXEMPTION OF TENDER FEE:**

4.1 Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are also exempted from payment of tender fee.

4.2 In case of 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.

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).

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: 28.10.2016

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:

CONSTRUCTION OF 4 NOS 500KL CRUDE OIL STORAGE TANKS

CONTRACT PERIOD: 1 (One) year from the date of issue of work order.

BID SECURITY: Rs. 7,89,000.00 (Rupees Seven Lakhs Eighty Nine Thousand only)

BID CLOSING/ OPENING DATE & TIME : **01.12.2016** (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 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 & Drawings

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 and Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

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. CDI2849P17
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 & Drawings

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 defect liability 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 defect liability 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

BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA (BEC):**

The bid shall conform generally 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

1.1 TECHNICAL: The bidder shall have experience in carrying out of at least one SIMILAR work of minimum **Rs. 1,97,04,500.00 (One Crore Ninety Seven Lakhs Four Thousand and Five Hundred Only)** in PSUs/ Central Govt. / State Govt. / State Govt. Enterprises in previous 7 (seven) years reckoned from the original bid closing date.

Notes to BEC Clause 1.1 above:

- A.** "SIMILAR" nature of work mentioned in 1.1 means:
- i)** Experience of supply, fabrication, erection, painting, testing, and commissioning of petroleum storage tanks/ formation water storage tanks (with associated piping fabrication jobs) of minimum capacity 160 Kls as per API 650.
 - AND**
 - ii)** Experience in related civil and mechanical works, viz construction of foundations/ Oil water traps/ drainage/ walkways etc.
- B.** For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-
- I)** In case Work Experience is against OIL's Contract, Job Completion Certificate is to be submitted along with the bid showing the following:
 - i)** Gross Value of job done
 - ii)** Nature of job done and Contract/workorder no.
 - iii)** Contract Period and Date of completion.
 - OR**
 - II)** In case Work Experience is not against OIL's Contract, following documents/photocopies must be submitted along with the bid:
 - a)** Photocopy of Contract document or Workorder showing details of work.
 - AND**
 - b)** Job Completion Certificate showing:
 - i)** Gross Value of job done
 - ii)** Nature of job done and Contract/workorder no.
 - iii)** Contract Period and Date of completion.
- C.** A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- D.** If the prospective bidder is executing SIMILAR work which is still running, and the contract value executed as on the original bid closing date is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.

1.2 Financial Criteria:

1.2.1 Annual Financial Turnover of the bidder during any of preceding 3(three) financial / accounting years from the original bid closing date should be at least **Rs. 1,97,04,500.00 (One Crore Ninety Seven Lakhs Four Thousand and Five Hundred Only)**

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

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 or 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, he has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ has actually not been audited so far'.

1.3 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.

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

1.5 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.

1.6 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.

1.7 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.

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

1.9 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.

1.10 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.

1.11 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.

1.12 Purchase Preferences allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

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 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 Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit EMD/SD submitted by the bidder. Besides, the bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

3.5 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.

3.6 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.

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

**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**

DESCRIPTION OF WORK/SERVICES:-**CONSTRUCTION OF 4 NOS 500KL CRUDE OIL STORAGE TANKS****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 under Assam Field [Location: HWD-H: 2 (two) nos., Location: TAI : 1 (one) no., Location: DGF: 1 (one) no.].

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 **1 (One) year** from the date of issue of 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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd 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:

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

Above Rs. 5 Crore	Within 12 months
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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. LB. VERIFICATION REPORT AND SECURITY REVIEW:

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

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

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

Contractor

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

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

DESCRIPTION OF WORK/ SERVICE: CONSTRUCTION OF 4 NOS 500 KL CRUDE OIL STORAGE TANKS.**Part-II (SOQ) Schedule of Work, Unit and Quantity**

Item No.	Description of Services	UOM	Quantity
10	Erection of Barrier Wall: Erection of barrier wall with CGI sheet to a height of 10 m to isolate the working area from the existing installation on three sides and as per the instruction of the site engineer. The wall should be strong enough with proper structural supports and drawings should be submitted to site engineer for approval prior to erection job. No hot job (welding/ cutting/ grinding etc) would be allowed at site during the installation of the barrier wall and also in the working place till the wall is completed and make the area completely free from gas which is to be confirmed by gas testing. The required pipes for the posts shall be supplied by company.	METER	320
20	Design of 500 kl tank Foundation: Complete design of 500 KL capacity Tank foundation including soil survey. All design, detail engineering documents and drawings will have to be vetted / certified by Engineers India Limited (EIL) / Projects or Development India Limited (PDIL) or a third party of repute.	NUMBER	4
30	Construction of RCC foundation: Construction of RCC foundation for the 500 KL tanks as per the approved drawings as mentioned in line no 20 and painting the external surface with weather proof paint. This job also includes construction of circular drain around the foundation. All materials for construction will be supplied by the contractor.	NUMBER	4
40	Construction of RCC foundation with boulder packing: Construction of RCC foundation for the 500 KL tanks with boulder packing as per the approved drawings as mentioned in line no 20 and painting the external surface with weather proof paint. This job also includes construction of circular drain around the foundation. All materials for construction will be supplied by the contractor.	NUMBER	4
50	<p>Fabrication and Erection of 500 KL Tank: Supply of materials, fabrication and erection of 500 KL capacity fixed roof crude oil storage tanks as per OIL Drawings (as detailed in SCC) and API 650 standard along with internal anti corrosive coating, heating coil, fixed foam system, breather valve cum flame arrestor, fixed drenching system (as detailed in SCC). All materials such as pipe, valves, nozzle etc required for the job will be supplied by the contractor.</p> <p>Anticorrosive coating in the internal surface of 500 kl capacity tanks including top and bottom plate shall be coated with High temperature resistant & chemical resistant anticorrosive solvent free ceramic reinforced composite / amine cured phenolic epoxy resin (novolac) coating.</p> <p>The coating shall have 100% solid by Volume, and Mixed Density / specific gravity 1.25 gm/cc Minimum. The Dry Film Thickness (DFT) 300 to 600 microns, two coat system with minimum 150 micron per coat. Dry film thickness shall be measured after each coat using thickness gauge e.g. Mikrotest, Elcometer or any other suitable instruments. Holiday or spark testing shall be done after application of last coat to find nicks, scrapes and pin holes in the coating.</p> <p>The coating shall have tensile shear / Pull off adhesion of Minimum 200 kg/sq cm (2840 psi) as per ASTM D 1002 / ASTM D 4541 / ISO 4624. The coating shall be chemical resistant to mixture of crude oil & water in continuous emersion as per ASTM D543 / ISO 2812-2. Service temperature shall be Minimum 80 Deg C in Wet (Immersion) service condition and Minimum 100 Deg C in Dry service condition as per ASTM D 648.</p> <p>The Surface preparation shall be achieved by abrasive/shot blasting to near white metallic as per NACE No. 2/SSPC-SP10, ISO 8501-1, Sa 2 ½, with blast surface profile depth of 75 -125 micron. Profile measurement for abrasive blast cleaned surface shall be made with Testex Press-O-Film or other suitable method. Prior to blasting, all weld spatters shall be removed & sharp or rough welds rounded & contoured. Any change in the surface preparation recommended by the OEM of the coating system shall be forwarded in the technical bid for approval by OIL. The application shall be airless spray method.</p> <p>The Internal anti corrosive coating shall be of make Hempel / Belzona / Chesterton and Performance Guarantee of minimum 10 years shall be provided by the OEM to OIL for product as well as application procedure.</p>	NUMBER	4
60	Thorough cleaning and painting the external surface of the above tanks including shell, roof, soil side bottom plate and all fittings/accessories etc. on the tank body as per direction of company engineers. All paints, primers, painting materials etc. will have to be supplied by the contractor and should be duly approved by the company's engineers prior to applying. After putting two coats of Epoxy Zink Chromate Primer (30 micron DFT in each coat), two coats of aluminum / enamel paint will have to be applied. For the soil side bottom plate, one coat of Zink Sillicate primer (65 micron DFT) followed by two coats of high build Epoxy black paint (100 micron DFT in each coat) will have to be applied. The plate surfaces shall be adequately cleaned and there shall be no rust / scale left over the plates. Painting shall only be done after recommendation of the cleaning job by the company's engineer. This also includes all the civil engineering structural job (scaffolding etc.) required for the painting.	SQUARE METER	1760
70	Earthing connection of the storage tanks including supply of all materials. Providing complete earthing system to the constructed tanks, consisting of G. I earthing Bus, Earth Electrodes, connected firmly to the shell, as per drawing / specifications provided in Drawing No. OIL/PO/07, including all the associated jobs. This item includes supply of all materials, fabrication and erection as needed. This item also includes construction of brick / RCC enclosure as per sketch no OIL/PO/08 for earth electrode pits with concrete cover at various locations.	JOB	4

Item No.	Description of Services	UOM	Quantity
80	Hydraulic testing of 500 KL tank as per specification and direction of Site Engineer. Note : Source Water for Hydraulic testing will be provided. However, Temporary pipeline connection etc should be made by the contractor for lifting water in the tank. For hydraulic testing of the newly fabricated / constructed tanks, all work such as arrangement of suitable pumps for filling of water to the tanks, running of the pump including the water source will be arranged / executed by the contractor. After filling the tank with water a minimum period of 24 hours duration shall be maintained to observe any possible leakage / settlement of foundation etc.	JOB	4
90	Calibration of 500 KL tanks including all necessary arrangement & Govt. fees, etc. Note : Contractor will have to make all necessary arrangements for Calibration of the tanks fabricated and tested. The job is to be done by a Govt. approved agency and relevant documents issued by Govt. authority will be submitted to OIL.	JOB	4
100	Transportation of various diameter of pipes, Bevel / Screwed, up to 250 mm NB diameter , from pipe yards at the new and old industrial areas, including loading and unloading with the help of pipe Trailors / Crane without causing any damage to the pipes / pipe ends. Defective pipes shall be rejected at the yard prior to receiving and approval from the Company Engineer. Maximum distance - 60 km, Average length of pipe - 11.90 m	TON-KILOMETRE	600
110	Transportation of various types of valves such as gate/plug/ball/check/control valves etc., pipe fittings such as elbow, bend, flange, tee, swage etc. of various sizes ranging up to 250 mm NB diameter, M.S plates, gratings, angle iron etc. from godowns near OCS 3 / SB office / New industrial area etc to the work site in truck/trailor including loading & unloading of the materials (maximum load per trip - 10 tonnes).	TRIP	4
120	Handling of 250mm NB Pipes and Fittings: Handling, laying, aligning, swabbing, purging and Welding of bevel ended pipes and various online ready made fittings such as flange, bend, reducer, elbow tee etc. on ground / above ground / elevated position for making connection to various equipment within the working Complex. This job also includes repair of pipe ends if necessary with angle cutting torch, grinding, removing ovality through jacks etc. Welding should be as per API 1104 with requisite number of runs. For 250 mm NB pipe.	JOINT	40
130	Handling of 200mm NB Pipes and Fittings: Handling, laying, aligning, swabbing, purging and Welding of bevel ended pipes and various online ready made fittings such as flange, bend, reducer, elbow tee etc. on ground / above ground / elevated position for making connection to various equipment within the working Complex. This job also includes repair of pipe ends if necessary with angle cutting torch, grinding, removing ovality through jacks etc. Welding should be as per API 1104 with requisite number of runs. For 200 mm NB pipe.	JOINT	40
140	Handling of 150 mm NB Pipes and Fittings: Handling, laying, aligning, swabbing, purging and Welding of bevel ended pipes and various online ready made fittings such as flange, bend, reducer, elbow tee etc. on ground / above ground / elevated position for making connection to various equipment within the working Complex. This job also includes repair of pipe ends if necessary with angle cutting torch, grinding, removing ovality through jacks etc. Welding should be as per API 1104 with requisite number of runs. For 150 mm NB pipe	JOINT	100
150	Handling of 100 mm NB Pipes and Fittings: Handling, laying, aligning, swabbing, purging and Welding of bevel ended pipes and various online ready made fittings such as flange, bend, reducer, elbow tee etc. on ground / above ground / elevated position for making connection to various equipment within the working Complex. This job also includes repair of pipe ends if necessary with angle cutting torch, grinding, removing ovality through jacks etc. Welding should be as per API 1104 with requisite number of runs. For 100 mm NB pipe	JOINT	100
160	Handling of 250mm NB Flanged type Valves: Handling, aligning and installation of Flanged type Valves such as control / gate / check / ball / plug valves, etc. of following sizes with already existing flanges on pipeline laid over ground / overhead / at all elevation wherever required with proper gaskets, nuts & bolts in both sides as per the instruction of site engineer. No tension on lines on either side of valves will be allowed. Gaskets and Nut - Bolts will be supplied by OIL. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer. For 250 mm NB size	NUMBER	12
170	Handling of 200mm NB Flanged type Valves: Handling, aligning and installation of Flanged type Valves such as control / gate / check / ball / plug valves, etc. of following sizes with already existing flanges on pipeline laid over ground / overhead / at all elevation wherever required with proper gaskets, nuts & bolts in both sides as per the instruction of site engineer. No tension on lines on either side of valves will be allowed. Gaskets and Nut - Bolts will be supplied by OIL. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer. For 200 mm NB size	NUMBER	16
180	Handling of 150mm NB Flanged type Valves: Handling, aligning and installation of Flanged type Valves such as control / gate / check / ball / plug valves, etc. of following sizes with already existing flanges on pipeline laid over ground / overhead / at all elevation wherever required with proper gaskets, nuts & bolts in both sides as per the instruction of site engineer. No tension on lines on either side of valves will be allowed. Gaskets and Nut - Bolts will be supplied by OIL. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer. For 150 mm NB size	NUMBER	16
190	Handling of 100mm NB Flanged type Valves: Handling, aligning and installation of Flanged type Valves such as control / gate / check / ball / plug valves, etc. of following sizes with already existing flanges on pipeline laid over ground / overhead / at all elevation wherever required with proper gaskets, nuts & bolts in both sides as per the instruction of site engineer. No tension on lines on either side of valves will be allowed. Gaskets and Nut - Bolts will be supplied by OIL. Before installation, the valves to be tested hydraulically to the requisite pressure as per the instruction of the site engineer. For 100 mm NB size	NUMBER	24
200	Handling of 250 mm NB Companion Flanges: Handling, aligning and hooking up of Companion Flanges on pipe line above ground / over head / at all elevations as required, complete with jointing materials / nut - bolts (supplied by OIL) and to be completed as per the directive of site engineer. For 250 mm NB size	PAIR	12
210	Handling of 200 mm NB Companion Flanges: Handling, aligning and hooking up of Companion Flanges on pipe line above ground / over head / at all elevations as required, complete with jointing materials / nut - bolts (supplied by OIL) and to be completed as per the directive of site engineer. For 200 mm NB size	PAIR	16

Item No.	Description of Services	UOM	Quantity
220	Handling of 150 mm NB Companion Flanges: Handling, aligning and hooking up of Companion Flanges on pipe line above ground / over head / at all elevations as required, complete with jointing materials / nut - bolts (supplied by OIL) and to be completed as per the directive of site engineer. For 150 mm NB size	PAIR	16
230	Handling of 100 mm NB Companion Flanges: Handling, aligning and hooking up of Companion Flanges on pipe line above ground / over head / at all elevations as required, complete with jointing materials / nut - bolts (supplied by OIL) and to be completed as per the directive of site engineer. For 100 mm NB size	PAIR	24
240	Fabrication of various pipe fittings like Bend, Tee, Reducer etc by welding including handling, cutting, end preparation etc. The job will be quantified as per unit length of welding measured in centimeter. All welding joints shall be as per API 1104 specification.	CENTIMETER	4000
250	Erection of Concrete Pipe Supports as per latest OISD norms: Supply of all materials, erection, installation, plastering, curing of RCC Pipe Supports (1:1.5:3 mixture) including clamping System/arrangement as per OIL drawing no. OIL/PSS/01. Factory make U clamps with nuts (dia of clamps 1.27 cm) to clamp different diameter pipes with nuts and washers will have to be supplied by the contractor .All civil construction materials will be supplied by the contractor. All the supplied materials must be approved by OIL prior to erection including material test certificates and other documents.	CUBIC METER	40
260	Fabrication and Erection of walkways: Fabrication and erection of walkways and walkway platform of 750 mm width with railings over the pipe/bunch of pipes as per sketch no. OIL/PP/17 supplied herewith. The contractor will supply all necessary materials like M S Grating (500 mm width), support pipes, Angle iron frame, railing etc. and prior approval for all brought out materials will have to be obtained from the company representative. After fabrication/erection, the posts are to be grouted (1:2:4) as per directive of site engineer. All grouting materials will be supplied by the contractor. Size of the grouting 0.2 m (L) x 0.2 m (W) x 0.4 m (H).	METER	120
270	Radiographic Inspection of Pipe joints: Radiographic inspection of weld joints by the third party inspection agency (approved by BARC) as directed by the site engineer. All necessary equipment including the inspection agency to be arranged by the contractor with the approval of the company engineer. Size: 250mm NB/ 200mm NB	NUMBER	80
280	Radiographic Inspection of Pipe joints: Radiographic inspection of weld joints by the third party inspection agency (approved by BARC) as directed by the site engineer. All necessary equipment including the inspection agency to be arranged by the contractor with the approval of the company engineer. Size: 150mm NB/ 100mm NB	NUMBER	200
290	Letter Writing (Size 300 mm to 450 mm): Arrow marking on piping and letter writing on vessels, tanks, signboards, piping, shed, pumps etc. Writing will be in English, Assamese and Hindi as per the instruction of the site engineer with approved paints. All materials including paint, paint brush etc. for the job will be arranged by the contractor. Letter size - From 300mm to 450 mm	NUMBER	600
300	Erection of brick wall around the Tanks as per OIL drawing no. OIL/2488 including steps on both side, PCC work (ratio 1:3) on the top of the brick wall (both side) and painting the all exposed surfaces with exterior weather proof paint. All materials will be supplied by the contractor.	METER	320
310	Casting of PCC for the Tank Farm Floor: Casting of PCC (1:2:4) for the tank farm floor, including broken floor in the adjoining areas, supports, drains etc. The job is to be carried out with one layer of brick soling followed by 75 mm cc and as per the directive of the company engineer. The job involved chipping/ breaking/ cleaning the existing floor and reconstruction of the same including drainage system. All the material for the job is to be supplied by the contractor.	SQUARE METER	2000
320	Supply of API 600 GATE VALVE, 10"X 150 class RF FLANGED END with companion flange stud & nuts. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NUMBER	12
330	Supply of API 600 GATE VALVE, 8"X 150 class RF FLANGED END with companion flange stud & nuts. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NUMBER	8
340	Supply of API 600 GATE VALVE, 6"X 150 class RF FLANGED END with companion flange stud & nuts. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NUMBER	16
350	Supply of API 600 GATE VALVE, 4"X 150 class RF FLANGED END with companion flange stud & nuts. Cast Carbon Steel Gate valve as per API 600 specification, regular bore type, rising stem, bolted bonnet, outside screw and yoke, integrally cast flexible wedge gate. End flanges having serrated RF face drilled in accordance with ANSI B-16.5 face to face dimension as per ANSI B-16.10 & tested as per API 598 specification.	NUMBER	24

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

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

4. Mobilisation Period: Within 30 (Thirty) days from the date of issue of Letter of Award (LOA).

5. Tenure of Agreement: 1 (One) year from the date of issue of work order.

6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

1.0 WORK ORDER:

- i) Soon after this contract is signed by both the parties i.e. the Contractor and the Company, the contractor will apply for labour clearance within 15 days of signing the contract to the concern authority and on receipt of the same the Company shall issue Work Order/ Purchase Order, specifying the actual date of commencement of the works/ service and the date of its completion based on the contract provisions.
- ii) During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time.

2.0 PROGRAMME OF WORKS TO BE APPROVED BY THE ENGINEER:

- i) Immediately after receipt of the work order, the Contractor shall submit a plan of the entire job to the Engineer for approval in accordance with the plan submitted against clause no. 6(iii) of Special Terms and Conditions. The Contractor shall be bound by the submitted program, not only wholly but also phase-wise after getting approved by the engineer.
- ii) While the works are in progress, the Contractor can submit a revised program of works for further approval from the engineer, if and when an unforeseen condition or a combination of such conditions so demand provided, the Engineer is fully satisfied about the changed circumstances necessitate for revised program. Such approved Revised Program shall then replace the earlier program.
- iii) The Engineer shall have the authority to call the Contractor at any time while the works are in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the Engineer such a phase is considered too complex and requiring further break-up into sub-phases. In such an event, the Contractor shall, if so required by the Engineer, furnish such information also to the Engineer as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered the Contractor shall be bound by such sub-phase of the program as part of the overall program.

3.0 COMMENCEMENT OF WORK:

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

4.0 SEQUENCE OF WORKS:

The work shall commence at the point or points approved by the Company and shall proceed in an orderly workmanlike manner to complete as specified by the Company unless the Company may at any time during the progress of the works require that works shall be done upon and part as specified by the Company's representatives. No change in sequence of works shall be made without express permission of the Company.

5.0 SETTING OUT OF WORKS:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the contractor will have to modify the same at his own expense and rectify such error to the satisfaction of the Engineer unless, such error is based on incorrect data supplied in writing by the Engineer in which case the expense of rectifying the same shall be borne by the Company.

6.0 EXECUTION OF WORKS:

- i) Before submitting bid documents & in case of any doubt, the Contractor should clarify the specifications of different items of the contract from the department concerned. Afterwards, decision of the Company's engineer regarding clarification of any item of the contract will be final and no compromise will be made in any respect.
- ii) The Contractor has to carry out the job at two installations simultaneously, if required at a time to complete the job within the stipulated time (no job will be allowed to carry out in the installation after daylight hours).
- iii) The Contractor shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the

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

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

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

7.0 WORKS TO THE SATISFACTION OF THE COMPANY:

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

8.0 ACCEPTANCE OF WORKS:

The Contractor shall be responsible for the care and maintenance of the works until the works are accepted in writing by the Company; such acceptance is to be made without unreasonable delay after the Company is satisfied, that the works have been completed in accordance with the specifications. The Contractor shall give the Company prompt notice of completion. Failure or neglect on the part of the Engineer to condemn or reject inferior work or materials shall not imply acceptance of such works or materials. It may further be noted that the giving of written acceptance of the works shall not be deemed a waiver by the Company of any claim in respect of latent or hidden defect in the materials or workmanship and the Contractor agrees to repair, replace forthwith at his own expense any part of the works found within one year from such acceptance to be subject to such defects, unless such defects are in materials originally supplied by the Company provided that the Contractor's treatment/ handling of such materials did not cause or contribute to the defect.

9.0 MEASUREMENT OF WORKS AND PAYMENT TERMS:

a) Measurement of works:

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

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

will be the conclusive measurement of the works and the Contractor shall accept such measurement.

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

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

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

vi) All materials/ equipment to be supplied/ used by the Contractor in accordance with this contract shall be measured/ inspected after the materials/ equipment have been duly approved as to their specifications and other requirements by the Engineer, before the material/ equipment is used on the work in presence of the Contractor or its authorized representative. Such measurements shall be duly recorded as per sub-clause 9 (iv) above.

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

viii) Notwithstanding the fact that certain works and materials have been already measured and recorded by the Engineer, the Contractor shall remain fully responsible for all such works and materials till the final expiry of the defect liability period.

b) Payment terms:

The contractor would be paid percentage of payment for the items completed as progressive payment during the progress of the job.

10.0 RIGHT OF INSPECTION:

The Company shall have the right but not the obligation to inspect the works during its progress. The Contractor shall provide proper access for such inspection. The Company shall provide Inspectors for this purpose and shall arrange for all inspection and tests to be carried out promptly after notification.

11.0 DELAYS IN WORK BY THE CONTRACTOR:

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

12.0 MATERIALS, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE COMPANY:

i) The Company shall furnish the materials listed in the contract to the contractor. All materials shall be checked, agreed and recorded by both the Company and the Contractor at the time when the Contractor takes delivery. This record shall determine the quantity, description and condition of materials delivered to the Contractor by the Company. The Contractor shall not be relieved of responsibility for such pipes and materials by failure to participate jointly with the Engineer in making or signing materials receiving or transfer records. The Engineers receiving records will determine the specification, quantity and condition of pipe and materials for further accounting purposes. Upon receipt of materials from the Company, the Contractor shall visually inspect the same to ascertain that the same are free of defects except in relations to the quality and workmanship. Any defect apparent on visual inspection must be notified to the Company immediately for effecting necessary replacement/ repairs/ remedies.

ii) No responsibility for security of equipment/ loose materials/ fittings etc. will be borne by OIL. Security of the Company's materials once supplied to the Contractor will be his responsibility.

13.0 DRAWINGS:

For construction of 500 kl capacity tank foundation, the contractor shall have to provide detailed engineering drawings and the same will be approved by a third party like Engineers India Ltd (EIL)/ Project & Development India Ltd(PDIL) or a third party of repute. The tanks and the foundation will be constructed as per approved drawings and on completion tank construction work, the foundation drawings shall have to be returned to OIL's engineer for his/ her retention. OIL will have the right to use these drawings for its future tank construction works.

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

- i) The Contractor shall furnish all materials consumables, labours, tools, supervision, plant and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by the Contractor unless otherwise specified shall be of a suitable grade and type and where such materials are to form part of the permanent works shall also be new. No substitution of any materials shall be made without the written approval of the Company and any materials, which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to the Company. In all cases where an article is specified with the words "Approved Equal", the Company shall be the sole judge as to whether the substitution specified is equal to the materials specified and its decision shall be final. Any equipment furnished by the Contractor shall be suitable for the purpose for which it is to be used and shall be in good condition.
- ii) Electricity, water, accommodation etc. for Contractor's men will not be provided by the Company. These are to be arranged by the Contractor itself. Further electrical power required for construction works shall also be arranged by the contractor.
- iii) No transport for transfer of Contractor's men & material will be provided by the Company.

15.0 THE CONTRACTOR'S EMPLOYEES:

- i) The Contractor shall perform the works in a workmanlike manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The Engineer will have the right to require the removal from the works of any employee of the Contractor of who in the Engineers opinion may be incompetent, careless or not qualified to perform the works assigned to him.
- ii) Before starting the job, the Contractor will have to submit the list of competent skilled persons with valid certificate wherever necessary who will carry out the job. If Company desires, the competent persons of the Contractor will have to pass necessary tests conducted by the Company.
- iii) The contractor should engage a supervisor(s) under whose presence the job should be executed.
- iv) The contractor shall not engage minor workers below 18 years of age under any circumstances.
- v) The contractor must obtain "Entry Permit" from CISF of OIL for all his/ her workers to enable them to work inside the installation.
- vi) All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.
- vii) The contractor will be responsible for the camp site required for his/ her employees for execution of the job.

16.0 SERVICES/ EQUIPMENT PROVIDED BY THE COMPANY:

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

17.0 PERFORMANCE GUARANTEE:

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

18.0 REPORTING OF PROGRESS:

The Contractor shall furnish to the Company Progress Reports along with applicable drawings indicating all details of the construction.

19.0 SAFETY MEASURES:

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

19.1 "Hot Work Permit" shall be obtained from the concerned Installation Manager of the installation before starting of the work and will be renewed from time to time as required. Further competent representative of the contractor with the approval of M/S OIL will have to be present at the work site throughout the working time to ensure compliance of safety measures while executing the job at site.

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

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

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

19.5 Stand by fire fighting equipment will be deployed at the work site by OIL. However, at least two of the contractor's personnel deployed for the work must be capable of handling the fire fighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the contractor's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.

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

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

19.8 All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

19.9 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/ them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/ operations to be done by the contractor and how it is to be managed.

19.10 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

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

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

19.13 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.

19.14 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

19.15 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

19.16 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.

19.17 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

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

19.20 The contractor has to keep a register of the persons employed by him/ her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

19.21 If the company arranges any safety class/ training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

19.22 The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

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

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

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

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

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

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

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

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

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

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

20.0 TIME OF COMPLETION:

Time of completion for the job along with all other associated jobs is 52 (fifty two) weeks after issue of work order. Hence, the contractor will have to deploy sufficient manpower along with sufficient tools and machineries for completing the job within the stipulated time frame.

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

The contractor must complete all contractual formalities within 30 (thirty) days after issue of letter of award (LOA). Further, all mobilization activities shall be completed by the contractor within 15 (fifteen) days from the issue of Work Order by the company.

22.0 TECHNICAL TERMS AND CONDITIONS:

A. SCOPE OF WORK (SOW):

Works under this contract are for installation of 4 nos. of 500 KL capacity welded MS crude oil tanks including all piping and related civil engineering jobs at OIL's production installation. The scope of works is as under:

- i)** Isolation of the area.
- ii)** Complete design, detailed engineering, preparation of drawings for construction of 500 kls capacity tank foundation and the contractor shall get the same approved by a third party like EIL /PDIL or third party of repute.
- iii)** Construction of tank along with the foundations of the tanks as per applicable drawing.
- iv)** Supply of materials, fabrication, erection, cleaning, testing, painting, and calibration of the tanks.
- v)** Handling, transportation, fabrication, laying of pipelines, pipe fittings, valves etc. as specified in the S.O.W. of the contract.
- vi)** Providing tapping connections for instruments such as pressure & vacuum gauges, level indicators, flow meter etc.
- vii)** Testing of assembled pipelines to recommended hydrostatic test pressure. Cleaning/ Air blowing of piping system.
- viii)** Painting of piping system & pipe supports.
- ix)** Insulation of pipes wherever necessary.
- x)** Electrical Earthing of the tanks.
- xi)** Execution of various civil jobs like drains around tanks, brick soling, cement mattress etc. including supply of all materials.

B. GENERAL GUIDELINES FOR FABRICATION AND ERECTION JOB:**i) GENERAL:**

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

a) Fire barrier wall:

Supply, fabrication and erection of temporary CGI Sheet fire barrier wall between the work site (tank farm area) and the other non fired vessel/ process units of the OCS/EPS/QPS/Well head set up. The isolation barrier wall should cover the three sides of the tank farm area (work site) and of around 10 m height (one side will be kept open for fire fighting purpose). The CGI sheets should be overlapped to each other in such a manner that no gaps occur between the joints and the area is completely shielded off. The contractor may also use some sealed compound over these joints to make it leak proof. The contractor will supply all materials required for the wall. The Company, may however, supply the scrap pipes required for the job on contractor's request on loan basis and after completion of the tank erection job, the wall will be dismantled by the contractor at his cost. The bidder is to provide fabrication drawing of the barrier wall along with specification of the materials for the scrutiny and approval of the site engineer prior to execution of the job.

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

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

ii) CONSTRUCTION OF TANKS:

a) The tanks shall be constructed by Jack-Up welding method, and as per drawing nos. OIL/10579, OIL/10580, OIL/10581, OIL/10582, OIL/10583, OIL/10584, OIL/10585, OIL/10586, OIL/10587, OIL/10588 for 500 kl tanks. All works of fabrication and erection, inspection and test shall be done in accordance with API-650. In no case the contractor would be allowed to carry out any hot job (welding/ cutting/ drilling) at a height above 50% of the barrier wall from the existing ground level.

b) Fabrication/ supply also include M.S. structures, M.S. bars, angles required for rafters, platform, manhole doors, nipples and other fittings as per requirement of the drawings and as per guidelines given by the company engineers.

c) The contractor has to supply all the steel plates of tested quality conforming to IS:2062 including labour, machines, equipment, consumables etc. required for complete fabrication and erection of the tanks.

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

e) Tanks plates and other materials supplied by the contractor will also be inspected/ tested by the company engineers and only the approved materials will be allowed to use. Rejected materials will be replaced at contractor's cost. Similarly, cost of repairing of any plate/ material will be borne by the contractor.

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

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

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

i) The plate sizes of the tanks as shown in the drawing are only indicative. If all the plate sizes are not available in the market at the time of construction and if the company is satisfied that required plates are not really available in the market

(Documentary proof to be submitted by the contractor to the company from appropriate authority), then the nearest higher size of plate will be accepted by the company. In such an event, payment will be made for difference between the plates as per drawing and the plates actually used. Always a thicker plate will be used in case of non-availability of the plates indicated in the drawing. However no other payment including for increase in length of welding joints due to use of alternative size of plates in length, width & thickness will be made.

j) General specification of some of the items has been indicated in the referred drawing and the contractor to ensure that the brought out items conform to the same. Further, the bidder to specify detail specification of all other brought out items along with the vendors/ manufacturers name for our scrutiny and approval.

C. FABRICATION & CONSTRUCTION SPECIFICATIONS:

1.0 MATERIALS:

i) Materials supplied by the contractor shall conform to the specifications and shall be suitable for the purpose for which they are required. Composition of materials procured by the contractor shall have to be submitted to the company.

ii) Unless otherwise specified by the Company, all materials supplied by the contractor shall bear the ISI stamp and/ or shall be procured from the reputed manufacturers or suppliers. If in respect of any materials, including but not limited to sand, stone, aggregate, bricks, earth and steel etc., neither ISI Marking/ approved nor reputed suppliers are available, such materials shall be obtained from sources/ suppliers/ manufactures approved by the Company.

iii) Deliveries of materials supplied by the Company shall be either from Company stores or other suitable point of collection. It shall be the responsibility of the contractor at his own risks and costs to take delivery of the company materials and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage approved by the Company.

iv) The materials supplied by the Company shall be utilized by the contractor only for incorporation in the permanent works and shall not be used for any other purpose.

v) The contractor shall inspect the materials supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and the company shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or conditions of said materials once the contractor has taken delivery thereof.

D. TANK FABRICATION AND ERECTION:

i) Construction of the tanks should be done jack up method. All works of fabrication and erection, inspection and test shall be done in accordance with API-650.

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

iii) **Finish of plate edges:** Plate edge preparation for finishing is to be done by any one of the following methods:

a. Planning

b. Flame cutting by machine

c. Flame cutting by hand followed by removal of slag and irregularities by machining, grinding, chipping or filing.

d. Shearing, but shearing shall be limited to maximum up to 10 mm thickness of plates for butt welded joints.

iv) **Shaping of shell plates:** Shell plates shall be shaped to suit the curvature of the tank.

v) **General procedure for fabrication and erection of tank:**

a. Fabrication and erection of tanks shall be as per drawings/ sketches provided by the Company.

b. The plates shall be held in position with metal clips/ clamps/ lugs etc. and holes in plate work to assist in erection shall be completely avoided. Method of holding shall be approved by the company engineer.

- c. Lugs attached by welding for erection shall be removed and any noticeable projections of weld metal shall be chipped, grinded off from the plate.
- d. Final welding to the plates shall start only after the alignment; weld preparation and positioning of the plates are thoroughly checked and approved by the site engineer.
- e. To avoid damage to plates by storm/ wind during erection necessary guy rope are to be installed to hold the erected plates in position as advised by site engineer.
- vi) **Bottom:**
 - a. Tank Bottom will have a slope.
 - b. After being laid out and marked, the bottom plates shall be joined by welding and joints in sequence that will produce minimum inequalities in the bottom plate surface when the tank is completed. Overlap of welding & sequence of welding of the bottom plates, should be such that it eliminate distortion of the bottom surface.
- vii) **Shell:**
 - a. Shell plates shall be aligned by metal clips attached to the bottom plates and the shell may be tack welded to the bottom before continuous welding is started between the bottom edge of the shell plates and the bottom plates.
 - b. Tank shells shall be safeguarded from damage due to wind by provision of steel wire or cables until completion of the wind girder
- viii) **Roof:** Slope shown on the drawing shall be maintained. The Gap between the shell and the periphery of the roof during erection of the roof shall be within the permitted gap.
- ix) **Settling markers:** Markers on the shell shall be provided ½ meter from the bottom, four in number to check tank settlement during hydrostatic testing. These shall be fitted at 90 degree equally placed, size be 50 x 50 x 5 mm angle (or nearest size) and approximately 100 mm long.
- x) **Earthing of tanks:** Tanks shall be electrically earthed as per drawings and specifications as stated in the contract.
- xi) **Supply of Breather Valve with inbuilt Flame Arrester within one Unit as per ISO 16852:** Supply and erection of Breather Valve for all the tanks fabricated and erected is under the scope of the CONTRACTOR. Detail specification including make of the valves is to be indicated in the bid for scrutiny and approval. All associated jobs in this connection will be carried out and completed by the contractor for complete installation of the item.

General specification of Breather Valve cum Flame arrester: Breather valve, non sparking open vent type with Flame Arrestor, base flange conform to ANSI 150 class, flat face, drilled as per ANSI B 16.5. Working pressure - 100 mm WG, Vacuum - 50 mm WG, Size - 6". Maximum pressure setting - 250 mm, maximum vacuum setting - 220 mm. Outlet size - 6". The Breather valves cum Flame arrestors should be ISO approved, conforming to ISO16852 & EN12874 and will have to be supplied by the bidder in built type.
- xii) **Foam pourer and drenching water system:** Double ring fixed cooling system-
Fabrication and erection of double ring circular type water spray system for the tanks as per sketch no OIL/PO/01 & OIL/10586. This item also includes supply of all materials (except pipes) such as valves, flanges, fixtures, deflector plates, all structural/ plates, supports, spray nozzles, pipe fittings, and any other items necessary to complete the system as shown in the drawing and as per direction of Engineer In-charge.
- xiii) **Fixed foam system:**
Fabrication and erection of fixed foam system for the tanks as per sketch no OIL/PO/02. This item also includes supply of all items (except pipes of dia 4" and above)) such as valves, flanges, Foam Pourer/ Maker of approved make, fixtures, Foam inductors, deflector plates, all structural/ plates, supports, pipe fittings, 3 KL capacity Foam Tank of stainless steel plates and any other items necessary to complete the system as shown in the drawing as referred, applicable specifications/ codes and as per direction of Engineer In-charge. Necessary process pipes of dia 4" and above will only be supplied by OIL. The Foam Tank is to be made of 3 mm thick SS plates with suitable inside bracing as per sketch no. OIL/PO/03. The tank is to be provided with suitable ladder made of angle iron or ms rods and will be supported on a staging of 1.5 meters high as shown in the referred sketch. The legs of the staging will be grouted.
- General specification of Foam Inductor and Foam Maker:** Inlet Foam Inductor of 3% to 6% foam induction capacity, water flow of 450 LMP at 7kg/cm² inlet pressure, body made up of 100mm NB flanged inlet and outlet connection. The foam inductor will be

hydraulically tested to 23kg/cm² pressure. The inductor will have TAC approval and ISI marked. The Foam Maker/ Pourer should be of matching capacity for the inductor, with 100 mm NB inlet and outlet flanged connections. All the pipe constructions should conform to IS : 1239 specification of heavy grades. The Foam Maker shall be hydraulically tested to 23 kg/cm². All relevant documents, hydro-test reports, ISI/ TAC certificates for both the units will be submitted to OIL. Both the Inductor and Maker shall be procured from a single source. Amongst others, the recommended vendors are i) New Age Industries, 7 Champaklal Udyag Bhavan, Sian east, Mumbai -22, ii) Vimal Fire Controls Pvt Ltd, 19/20 Vardhman Service Industrial Estate, LBS Marg, Vicroli West, Mumbai-83.

xiv) Heating coil: Fabrication and erection of heating coils inside the tanks as per drawing no. OIL/ 10580 including supports, clamps, reinforcement pads etc. After erection the coil is to be hydro-tested at a pressure of 25 kg/cm² for 24 hours duration and the hydrostatics pressure of the system shall be recorded in a pressure recorder for 24 hours. Only pipes for the coils and the nipples will be supplied by OIL. All other materials will be supplied by the contractor including making of cold bends for the coil.

E. PIPING FABRICATION AND INSTALLATION:

i) The scope of piping covers the jobs as specified in the "Schedule of Works" of the contract and includes transportation from OIL yard to site, unloading at site, safe-storage, site transportation, fabrication and erection of the complete over ground and underground piping as well as pipe fitting/ valves, for the entire plant. Pipes of diameter 4" and above will be supplied by OIL.

ii) Process piping fabrication shall be as per API 1104 standard latest edition.

iii) The ends of line pipe shall be bevelled as per ANSI B 16.25, if required.

iv) All welding & welding joints carried out shall conform to API 1104 specifications, must be of radiographic quality & 10% of the welding joints at random will be radiographed by competent agency engaged by the contractor as per direction of Company's Engineer. All arrangements for radiography test including testing agency, source, films etc. are to be done by the contractor with prior intimation to Company's Engineer. After radiography, the processed films along with inspection report from the testing agency will be submitted to OIL for inspection and approval.

F. CIVIL ENGINEERING JOBS:

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

24.0 INSPECTION AND TESTING:

A) Inspection & Testing of materials:

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

ii) The site engineer shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items or components) supplied by the contractor for incorporation in the works notwithstanding previous inspection and/ or testing thereof by or on behalf of the Company without rejection and notwithstanding previous approval thereof by or on behalf of the Company the decision of the site engineer as to any defect as aforesaid being final and binding upon the contractor and upon such rejection the contractor shall perform such work as shall be necessary to bring the material/ item/ component to the requisite standard or shall if so required by the site Engineer (whose decision in this behalf shall be final) remove the rejected material/ item/ components from the job site within the time specified by the site engineer and replace it at his own cost and expense with material(s)/ item(s) component(s) approved by the site engineer.

B) Inspection & Testing of works:

- i) The contractor shall at all times ensure high standard of workmanship, related to the work to the satisfaction of the site engineer. The site engineer shall have the power to inspect the work in all respects at any and all times up to the completion of the work as also to test or instruct the contractor to test the works or any structure, material(s) or component(s) thereof at the risk and cost of the contractor.
- ii) The contractor shall provide all facilities, instruments, materials/ labours etc. required for testing of the works and shall provide the site engineer all assistance necessary to inspect the tests carried out by the contractor.
- iii) The contractor shall also provide and keep at all times during the progress of the work, proper means of access to the work and every part thereof by means of ladders, gangways etc. for inspection and measurement of the work.
- iv) Should the site engineer on inspection or test be not satisfied with the quality or workmanship, of any work, material or component (the decision of the site engineer being final in this behalf) the contractor shall re-perform, replace, re-install and/ or re-erect as the case may be such work, structure material or component and no such rejected work, structure, materials or item or component shall be re-used with reference to the work except with the prior permission of the site engineer.

C) Final test and possession of works:

- i) As soon as the works have been completed in all respects to the satisfaction of the site engineer, final tests of the works shall be undertaken by the contractor at the risk and costs of the contractor in the presence of the site engineer. The company may at its discretion permit final tests in piecemeal in respect of particular part(s) or sections(s) or group(s) of the works or in respect of particular job site(s) involved.
- ii) Upon satisfactory completion of the final tests, the site engineer shall prepare a final test certificate witnessed by the contractor, which shall certify the date on which the final tests in respect of the works have been successfully completed and where final tests have been conducted in piecemeal in respect of the concerned part(s)/ sections(s)/ group(s)/ job site(s).
- iii) As and from the date of successful completion of final tests as mentioned in the final test certificate the Company shall be deemed to have taken over the work(s)/ part (s/ section(s)/ group(s), in respect of which final test certificate have been issued.
- iv) If during the Final Tests or prior thereto any defect(s) in any work performed or structure or component installed/ erected or material or other items incorporated in the works is/ are noticed, the contractor shall forthwith remove and/ or demolish the same and re-perform, replace, reinstall or re-erect the same and otherwise do and provide whatever is necessary to be done or provide to correct, repair and/ or rectify the defect(s) to the satisfaction of the site engineer.

D) Inspection and testing of tanks and pipeline:

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

- ii) **Radiographic examination** - The radiography of the welding joints would be carried out by an inspection agency approved by the Company.

The procedure of radiographic examination, limits of acceptability, removal and repair of defects shall be as per API 1104 and shall be approved by the engineer in-charge. Cracks and lack of root fusion/ penetration are considered as injurious defects and shall not be permitted. Contractor shall be responsible for carrying out radiographic examinations of defects and re-radiography of the welds rectified. He/ she shall make necessary arrangements for the equipment as well as radiographic films at his own cost for the repairing of the defective welding joints.

Contractor shall fulfil all the statutory safety requirements in handling the X-Ray and Gamma rays equipment.

Joints to be radiographed shall be selected by site engineer and the radiography shall be carried out in his presence. The contractor shall submit all the radiographs along with

radiographic reports of the defective joints to the site engineer/ engineer-in-charge immediately after processing the radiographs for approval. The details of the radiographs shall be duly recorded and signed by him in the radiographic reports.

E) Pressure testing of piping:

- i) Soundness of the weld shall be tested by the contractor in the presence of site engineer by hydrostatic/ pneumatic means. Prior to test, installation shall be inspected by the site engineer to the extent necessary to ensure compliance with engineering design with respect to material, fabrication and assembly. The contractor shall obtain clearance for such tests from the site engineer.
- ii) Valves shall be tested individually before installation by the contractor at his own cost.
- iii) All piping including valves, flanges, fittings etc. shall be tested hydraulically to the recommended pressure in presence of the site engineer. Necessary pump, tools, water & all other accessories for hydraulic testing shall be arranged by the contractor. Only pressure recorder & chart will be provided by the company. If the pressure does not hold good due to contractor's defect workmanships, the same shall be rectified & hydraulic testing shall be redone free of cost.

F) Pressure testing of tanks:

- i) **Bottom plate test** - Tightness of the bottom plate shall be checked by air pressure test at 75 mm water column or by vacuum box. The gauge in case of vacuum test should register a partial vacuum of at least 2 PSI. The entire weld length shall be tested in presence of site engineer.
- ii) **Shell test** - After completion of erection, the tank shall be cleaned properly. All weld lugs and brackets used for erection purposed shall be carefully removed from inside and outside surface of the tanks to the entire satisfaction of the site engineer. All equipment required for testing shall be supplied by the contractor. The contractor shall perform the hydrostatic test in presence of the site engineer or the Company's representative.

24.0 REPAIRS OR REMOVAL OF DEFECTS:

- i) Defects that are not within the acceptable limits shall be removed from the joint completely by chipping or grinding.
- ii) No repairs shall be carried out without prior approval of site engineer.
- iii) All leaks detected during testing shall be repaired to the satisfaction of site engineer and on completion; the entire tank shall be tight and free from leaks.
- iv) When the tank is filled with water for testing, defects in the shell joints shall be repaired with the water level at least 300 mm below the joint being repaired.
- v) After completion of all repairs the tanks shall be retested in accordance with the procedure mentioned earlier.

25.0 CLEANING:

- i) All equipment in the system shall be cleaned and flushed free of all dirt, debris and loose foreign material after approval of pressure testing by the engineer/ engineer-in-charge.
- ii) Orifice plates and other similar restrictions shall not be installed in the piping system until flushing has been completed.
- iii) Proper temporary drainage for flushing water shall be provided so that no damage is done to permanent facilities.

26.0 PICKLING OF WELDS:

- i) All welded joints shall be cleaned properly. The joints shall be thoroughly swabbed with emery paper so as to have a bright metallic surface.
- ii) Pickling paste of a suitable composition shall be applied in a thin but continuous layer. The paste shall be left on the weld for 5 to 10 minutes. It shall then be brushed using a stainless steel brush.
- iii) The welded joint shall be thoroughly rinsed with water using a rag if necessary. To remove the last traces of pickling paste, the joins shall be once again rinsed with water containing caustic soda.
- iv) Equipment shall be tagged after cleaning is completed and approved by site engineer.

27.0 ANTICORROSIVE COATING & PAINTING:

a. Application of anticorrosive coating in the internal surface of 500 kl capacity tanks including top and bottom plate:

The tank internal including the top and bottom plate shall be coated with High temperature resistant & chemical resistant anticorrosive solvent free ceramic reinforced composite / amine cured phenolic epoxy resin (novolac) coating.

The coating shall have 100% solid by Volume, and Mixed Density / specific gravity 1.25 gm/cc Minimum. The Dry Film Thickness (DFT) 300 to 600 microns, two coat system with minimum 150 micron per coat. Dry film thickness shall be measured after each coat using thickness gauge e.g. Mikrotest, Elcometer or any other suitable instruments. Holiday or spark testing shall be done after application of last coat to find nicks, scrapes and pin holes in the coating.

The coating shall have tensile shear / Pull off adhesion of Minimum 200 kg/sq cm (2840 psi) as per ASTM D 1002 / ASTM D 4541 / ISO 4624. The coating shall be chemical resistant to mixture of crude oil & water in continuous emersion as per ASTM D543 / ISO 2812-2. Service temperature shall be Minimum 80 Deg C in Wet (Immersion) service condition and Minimum 100 Deg C in Dry service condition as per ASTM D 648.

The Surface preparation shall be achieved by abrasive/shot blasting to near white metallic as per NACE No. 2/SSPC-SP10, ISO 8501-1, Sa 2 ½ , with blast surface profile depth of 75 -125 micron. Profile measurement for abrasive blast cleaned surface shall be made with Testex Press-O-Film or other suitable method. Prior to blasting, all weld spatters shall be removed & sharp or rough welds rounded & contoured. Any change in the surface preparation recommended by the OEM of the coating system shall be forwarded in the technical bid for approval by OIL. The application shall be airless spray method.

The Internal anti corrosive coating shall be of make Hempel / Belzona / Chesterton and Performance Guarantee of minimum 10 years shall be provided by the OEM to OIL for product as well as application procedure.

b. Synthetic enamel finish for outer surface:

Synthetic enamel paint shall be high gloss alkyd enamel with excellent flow and quick drying properties offering outstanding exterior durability under varying weather conditions. The paint shall be suitable for all types of surfaces over respective primers and shall conform to IS:2932.

c. Aluminium paint for outer surface:

The aluminium paint used for atmospheric services (temperature up to and including 70 oC) shall conform to IS:2339.

28.0 SURFACE PREPARATION FOR PAINTING:

a. Any surface to be painted shall be quite clean. It shall be free from rust, scale, sharp points, weld spatter, flux dust, grease, oil and other foreign materials before paint is applied.

b. Solvent cleaning shall be adopted only in extreme cases with the approval for the site engineer.

c. Surface treatment shall not be done under hurried conditions without approved precautions and prior approval of the Engineer-in-charge.

d. All surfaces which show traces of oxidation after cleaning and before applying paint shall be cleaned again.

e. Spark proof tools shall be used in flammable areas.

29.0 COLOUR CODE:

The colour coding shall be as per standard colour code and instructions of site engineer.

30.0 WELDERS TEST:

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

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

SUB: SAFETY MEASURES**Description of work/service:****CONSTRUCTION OF 4 NOS 500KL CRUDE OIL STORAGE TANKS**

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 **CONSTRUCTION OF 4 NOS 500KL CRUDE OIL STORAGE TANKS - UNDER IFB NO. CDI2849P17**. 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. CDI2849P17

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 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:

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

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. CDI2849P17

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. **CDI2849P17** for **Construction of 4 nos 500KL crude oil storage tanks** 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 & 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:

VAT Regd. No:

Provident Fund Code number (Direct Code)/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). In case the P.F. is required to be deposited later on, the same will be deposited by the bidder (applicant).

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.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

Signature