



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST - DIBRUGARH**  
**ASSAM, INDIA, PIN-786602**

**CONTRACTS DEPARTMENT**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2803549**

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**FORWARDING LETTER**

**Sub: IFB No. CDO2072P20 – Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months".**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier Oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER COMPOSITE BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **"Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months"**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

|       |                                   |   |                                                             |
|-------|-----------------------------------|---|-------------------------------------------------------------|
| (i)   | IFB No./E-Tender No.              | : | <b>CDO2072P20</b>                                           |
| (ii)  | Type of Bid                       | : | <b>Open Indigenous E-Tender, Composite Bid System.</b>      |
| (iii) | Bid Closing Date & Time           | : | As mentioned in the E-procurement portal.                   |
| (iv)  | Technical Bid Opening Date & Time | : | As mentioned in the E-procurement portal.                   |
| (v)   | Price Bid Opening Date & Time     | : | As mentioned in the E-procurement portal.                   |
| (vi)  | Bid Submission Mode               | : | Bids must be uploaded online in OIL’s E-Procurement Portal. |
| (vii) | Bid Opening Place                 | : | Office of CGM-Contracts<br>Contracts Department,            |

|        |                         |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------|-------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                         |   | Oil India Limited, Duliajan-786602, Assam, India.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| (viii) | Bid Validity            | : | <p>Minimum <b>90</b> (Ninety) days from Original Bid Closing Date.</p> <p>Note: 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (ix)   | Mobilization Period     | : | 10 (Ten) days from the date of issue of LOA or as per Mobilization Notice issued by PSS Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (x)    | Bid Security/EMD Amount | : | <p>Rs. 1,19,500.00 (Rupees One Lakh Nineteen Thousand and Five Hundred only)</p> <p><b>a.</b> The Bid Security should be submitted only in the form of Bank Guarantee as per BG format enclosed herewith <b>(Proforma-V)</b> issued by Nationalized/Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN.</p> <p><b>b.</b> Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p><b>c.</b> In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <b>CGM-CONTRACTS</b> on or before <b>12.45 PM (IST)</b> on the bid closing/opening date otherwise bid will be rejected.</p> <p><b>d.</b> A scanned copy of Bid Security document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.</p> <p><b>e.</b> 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 <b>Clause No. 9.0</b> below. Bids without Bid Security Deposit in the manner</p> |

|        |                                             |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|---------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                                             |   | <p>specified above will be summarily rejected.</p> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p><b>Notes:</b></p> <p>Bidders claiming waiver of Bid Security shall upload supporting documents as mentioned in Para. No. 4.0 below.</p> <p>Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.</p> |
| (xi)   | Bid Security/EMD Validity                   | : | <p>As mentioned in the E-procurement portal.</p> <p>(Minimum 120 days from original bid closing date).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (xii)  | Original Bid Security to be submitted       | : | <p>Office of CGM-CONTRACTS,<br/>CONTRACTS DEPARTMENT,<br/>OIL INDIA LIMITED, DULIAJAN,<br/>ASSAM-786602, INDIA</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (xiii) | Amount of Performance Security              | : | <p>10% of Contract value.</p> <p><b>a.</b> Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank as per BG format enclosed herewith <b>(Proforma-VII)</b> or in the form of <b>Demand Draft</b>.</p> <p><b>b.</b> Performance Security Money shall not earn any interest.</p>                                                                                                                                                                                                                                                                                                                                                              |
| (xiv)  | Validity of Performance Security            | : | <p>90 (Ninety) days beyond contract period/duration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (xv)   | Location of job                             |   | <p>Central Tank Farm (CTF), Duliajan</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (xvi)  | Duration of the Contract                    | : | <p>3 (Three) months with a provision of extension by another 03 (three) months.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (xvii) | Quantum of Liquidated Damage for Default in | : | <p><b>Refer clause No. 28</b> of General Conditions of Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|         |                                    |   |                                                                                                 |
|---------|------------------------------------|---|-------------------------------------------------------------------------------------------------|
|         | Timely Mobilization/<br>Completion |   |                                                                                                 |
| (xviii) | Bids to be addressed to            | : | CGM-Contracts,<br>Contracts Department,<br>Oil India Limited, Duliajan-786602,<br>Assam, India. |
| (xix)   | Pre-Bid conference                 | : | Not Applicable                                                                                  |
| (xx)    | Last Date of receipt of<br>Queries | : | Not Applicable                                                                                  |

**Note:**

a. The Bank Guarantee issuing bank branch shall ensure the following:

The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:

- i) “MT 760/MT 760 COV for issuance of bank guarantee.
- ii) “MT 760/MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**3.0 GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL’s E-Procurement Portal with digital signature. To participate in OIL’s E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). 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.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of “**Class 3 with Organizations Name and Encryption Certificate**”, 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.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

**3.2** For participation, applicants already having User ID & Password for OIL’s E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL’s E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL’s E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

**3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**3.3** Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL’s E-Procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

**3.4** Details of process for submission of 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>).

**3.5** The link to OIL’s E-Procurement Portal has been provided through OIL’s web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0 EXEMPTION FROM BID SECURITY PAYEMENT:** In case any bidder is exempted from paying the Bid security, they should request OIL with supporting documents. The detailed guidelines for exemption of the Bid security are given below.

- a) MSEs Units (manufacturers/Service Providers only and not their dealers/ distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar

Memorandum or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration.

- b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.
- c) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- d) Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority.

**5.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST)** at the office of the CGM-Contracts in presence of the authorized representatives of the bidders.

**6.0** 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 **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**7.0** The tender is invited under **OPEN E-TENDER COMPOSITE BID SYSTEM**. The bidder has to submit both the **"TECHNICAL"** 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. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment"** Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment"** Tab Page. 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.

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

**9.0** (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 debar from participation in future tenders, at the sole discretion of the company.

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

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

**11.0** 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.

**11.1** 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 GSTIN number.

**11.2** 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 GSTIN number.

**11.3** 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 GSTIN number.

**11.4** 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 GSTIN number.

**11.5** 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 GSTIN number.

**11.6** 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 GSTIN number.

**11.7** 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 GSTIN number.

## **12.0 BIDDING DOCUMENTS:**

**12.1** 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 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) BEC/BRC
- c) General Conditions of Contract (GCC): **Part-I**
- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**  
**[Not applicable for this Tender]**
- g) Safety Measures (SM): **Part-V**
- h) Integrity Pact: **Part-VI**
- i) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
- j) Proformas and Annexures
- k) Technical Evaluation Sheet for BEC-BRC & others

**12.2** 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 without seeking any clarifications.

**SPECIAL NOTE:** Please note that all tender forms (Forwarding Letter, (BEC-BRC) Bid Evaluation Criteria & Bid Rejection Criteria, Part-I: (GCC) General Conditions of Contract, Part-II: (SOQ) Schedule of Work, Unit and Quantity, Part-III: (SCC) Special Conditions of Contract, Part-V: (SM) Safety Measures, Part-VI: (IP) Integrity Pact, Price Bidding Format, Technical Evaluation Sheet for BEC-BRC & others) 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 CGM-Contracts, 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 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 Guarantee) must be received at OIL’s CGM-Contract’s office at Duliajan **on or before 12.45 PM (IST) on the bid closing date** 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.

**13.0** 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:** OIL has appointed Shri Rajiv Mathur, IPS(Retd.), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

- a. Shri Rajiv Mathur, IPS(Retd.), Former Director, IB, Govt. of India;  
E-mail id: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail id: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

#### **14.0 PREPARATION OF BIDS:**

**14.1 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 official and notarized English translated version, which shall govern for the purpose of bid interpretation.

#### **14.2 DOCUMENTS COMPRISING THE BID:**

##### **(I) 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 BEC/BRC 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 Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date 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 **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**

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

**(II) PRICED BID:**

The Priced Bid shall contain the rates/prices along with the currency 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.

**15.0** 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.

**16.0 TRANSFERABILITY OF BID DOCUMENTS:**

**16.1** 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.

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

**17.0 FORMAT AND SIGNING OF BID:**

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.

**18.0 AMENDMENT OF BIDDING DOCUMENTS:**

**18.1** 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.

**18.2** The Addendum will be uploaded in OIL’s E-Tender Portal in the Tab “Technical RFx” and External Area – “Amendments” folder. The company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender Portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

**19.0 SUBMISSION OF BIDS:**

**19.1** The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract.

**19.2** 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.

**19.3** 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.

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

**19.5** 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.

## **20.0 SCREEN SHOTS**

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

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

### **Note:**

- \* The **“Technical Bid”** shall contain all techno-commercial details **except the prices**.
- \*\* The **“Priced bid”** must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

**21.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids

have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the **on-line field “Total Bid Value”** under Tab Page **“RFx Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFx Response' form. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the form displays RFx Response Number 60038748, RFx Number, RFx Owner BHARALI, and Total Value 0.00 INR. The main section is titled 'RFx Information' and includes sub-tabs: Basic Data, Questions, Technical Attachments, Items, and Notes and Attachments. Under 'Event Parameters', there are three fields highlighted with red boxes: 'Currency: Indian Rupee', 'Detailed Price Information: No Price', and 'Total Bid Value:'. Three blue callout boxes provide instructions: the first points to the 'Currency' field stating 'Bidder to select the currency of the Response'; the second points to the 'Detailed Price Information' field stating '“Total Bid Value” is mandatory in “No Price” RFx only'; the third points to the 'Total Bid Value' field stating '“Total Bid Value” considering all the taxes & duties.'

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price bidding Format”.

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

**22.1** Bids should be submitted on-line up to **11.00 a.m. (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 except in condition mentioned in clause 25.0 below. 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.

**22.2** 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.

**22.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before **12:45 p.m. (IST) on the bid closing date**. Timely

delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

**23.0 LATE BIDS:** 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.

**24.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**24.1** Bidders will be permitted by System to withdraw their bid 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 or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**24.3** 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 debar from participation in future tenders, at the sole discretion of the company.

**25.0 EXTENSION OF BID SUBMISSION DATE:** 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.

**26.0 BID OPENING AND EVALUATION:**

**26.1.1** The 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.

**26.1.2** 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 26.1.1 above.

**26.2** In case it happens to be a bandh/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).

**26.3** Bids which have been withdrawn pursuant to Clause 24.0 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.

**26.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 26.3.

**26.5** 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.

**26.6** 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 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.

**26.7** 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.

**26.8** 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.

**27.0 EVALUATION AND COMPARISON OF BIDS:**

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

**27.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted inclusive of all liabilities and GST for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

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

**27.4** 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.

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

**28.0 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 put on Holiday as per the Bidding Policy (available in OIL's website) of Company.

**29.0 CONTACTING THE COMPANY:**

**29.1** Except as otherwise provided in Clause 27.0 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 26.5.

**29.2** 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.

**30.0 AWARD CRITERIA:** 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.

**31.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:** 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.

**32.0 NOTIFICATION OF AWARD:** 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.

**33.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**34.0** The successful bidder shall furnish a Performance Security Deposit in the form of 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.

**35.0 BACKING OUT BY L1 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 dealt as per the Banning Policy (available in OIL's website) of Company.

**36.0 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 (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

**37.0 MOBILISATION ADVANCE PAYMENT:**

**37.1** Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI, CAG Branch, Kolkata from the date of payment of the advance till recovery/refund.

**37.2** Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 02 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

**37.3** In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**38.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

**39.0 SIGNING OF CONTRACT:**

**39.1** 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)".

**39.2** Within 02 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 Bank Guarantee (in specified format) or in the form of Demand Draft favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized 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.

**39.3** This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the tenure of the contract. 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.

**39.4** The "Performance Security" will be refunded to the contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but 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.

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

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

**42.0** Failure of the successful bidders to comply with the conditions as specified in Para 39.2 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 bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**  
**(NABAJYOTI RABHA)**  
**MANAGER CONTRACTS (OPERATIONS)**  
For **CGM (CONTRACTS)**  
For **RESIDENT CHIEF EXECUTIVE**

**Date: 29.07.2019**

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

**1.1 FINANCIAL CRITERIA**

**1.1.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 17,92,100.00 (Rupees Seventeen Lakh Ninety Two Thousand and One Hundred only)**.

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

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.

**Notes to BEC Clause 1.1 above:**

- a.** For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2 above), 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 **Annexure-X**.
- b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.
- c.** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be

accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- d. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned in Para 1.1.1 & 1.1.2.

## **1.2 TECHNICAL CRITERIA:**

The bidder must have experience in successfully executing/completing at least 01 (One) SIMILAR work of minimum value of **Rs. 29,86,700.00 (Rupees Twenty Nine Lakh Eighty Six Thousand and Seven Hundred only)** under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&P Company or Midstream or Downstream Oil & Gas Company.

### **Notes to BEC Clause 1.2 above:**

- a. "SIMILAR" nature of work mentioned in 1.2 means "Providing Operation/Operation & Maintenance services comprising minimum working experience for the following in an Oil & Gas Company:
  - i. Online monitoring and process control from control room on round the clock basis.
  - ii. Operations of Fire Fighting System along with accessories and related control system.
  - iii. Operation of Electrics and Electrical Systems etc."
- b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:
  - I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:
    - A. Work order no./Contract no.
    - B. Gross value of job done
    - C. Period of Service
    - D. Nature of Service
  - II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:
    - A. Contract document showing details of work,  
AND
    - B. Job Completion Certificate showing:
      - (i) Gross value of job done
      - (ii) Nature of job done and Work order no./Contract no.
      - (iii) Contract period and date of completionOR
    - C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
      - (i) Work order no./Contract no.

- (ii) Gross value of jobs done
  - (iii) Period of Service
  - (iv) Nature of Service
- c. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- d. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.
- e. Following work experience will also be taken into consideration:
- (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
  - (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
  - (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is NOT against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
  - A. Breakup of similar work
  - B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
    - (i) Work order no./Contract no.
    - (ii) Gross value of job done
    - (iii) Period of Service
    - (iv) Nature of Service

II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:

- A. Breakup of similar work
- B. Contract document showing details of work.

AND

- C. LOA/LOI/Work order showing:
  - (i) Gross value of awarded
  - (ii) Nature of job awarded
  - (iii) Contract no./Work order no.
  - (iv) Contract period and date of completion

AND

- D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
  - (i) Work order no./Contract no.
  - (ii) Gross value of job done
  - (iii) Period of Work Done

**f.** SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

**g.** Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.

**1.3** 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** 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.

**1.8** 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.

**1.9** 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.

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

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

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

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

**1.11** Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).

**1.12** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**1.13** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

**1.14** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

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

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

**2.1** The bids are to be submitted under Composite 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.

**2.4** Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

**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 Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" 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 90 (ninety) 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/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.

### **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/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 on 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 BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC/BRC shall prevail.

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

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

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

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**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DESCRIPTION OF WORK/SERVICES:** Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months"

**A. DEFINITIONS:**

In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**WITNESSETH:**

**1.0** 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 in **Central Tank Farm (CTF), Duliajan**

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.

**2.0** 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.

**3.0** 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.

**4.0** 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.

**5.0** 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.

**6.0** 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, 1936.
- 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) GST 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.

**7.0** 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.

**8.0** The duration of the contract shall be initially for a period of **3 (Three) Months** from the commencement of the same i.e. after completion of mobilization with a provision for extension by another **03 (Three) months** as per Company's requirement. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. 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.

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

**10.0** The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in Technical Attachments 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.

**Note:** All Invoices are to be sent to the following address:

Chief General Manager - PSS  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license 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.

**12.0** 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.

**13.0** 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.

**14.0** The Contractor shall deploy local persons in all works.

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

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

**17.0 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.

**18.0 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.

## **19.0 ARBITRATION:**

### **19.1 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<br>(excluding claim for<br>interest and counter<br>claim, if any) | Number of<br>Arbitrator | Appointing Authority                                                                                                            |
|--------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Up to Rs. 5 Crore                                                              | Sole Arbitrator         | OIL                                                                                                                             |
| Above Rs. 5 Crore                                                              | 3 Arbitrators           | One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. |

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendent-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) |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Up to Rs. 5 Crore                                       | Within 8 months                                                                                           |
| Above Rs. 5 Crore                                       | Within 12 months                                                                                          |

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

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

## **19.2 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 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **20.0 FORCE MAJEURE:**

**20.1** 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.

**20.2** 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 not 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.

**20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **21.0 TERMINATION:**

**21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or

makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**21.7** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

**22.0 CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

**22.1** Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

**22.2** In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

**23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:** Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**24.0** 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.

**25.0 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 furnished by the bidder/contractor in respect of the subject tender/contract are expected 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 (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**27.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

**29.0 SUBCONTRACTING:** Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

**30.0 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.

**31.0 LIABILITY:**

**31.1** 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.

**31.2** 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.

**31.3** 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.

**31.4** 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.

**31.5** 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.

**31.6** 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.

**31.7** 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.

**31.8** 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.

**31.9 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.

**32.0 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.

**33.0 INDEMNITY AGREEMENT:**

**33.1** 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.

**33.2** 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.

**34.0 APPLICABLE LAW:**

**34.1** 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.

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

**35.0 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.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

**36.1** In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

**36.2** Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

**36.3** The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor/sub-sub-contractors and Agents etc.

- ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
- iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

### **37.0 GOODS AND SERVICES TAX:**

#### **37.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

**37.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

**37.3** “**GST**” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “**GST**” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

**37.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

**37.4.1** Bidder should also mention the **Harmonized System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

**37.5 Where the OIL is entitled to avail the input tax credit of GST:**

**37.5.1** OIL will reimburse the **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

**37.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:**

**37.6.1** OIL will reimburse **GST** to the Supplier of Goods/Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.

**37.6.2** The bids will be evaluated based on total price including **GST**.

**37.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

**37.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**37.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

**37.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

**37.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is/liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

**37.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at

the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

**37.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

**37.14** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.

**37.15** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

**37.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference ~~and~~ in case the rate of duty/taxes finally assessed is on the lower side.

**37.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

**37.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

**37.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**37.20** In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case OIL is not entitled for input tax credit of **GST**, then any increase in the rate of **GST** beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate **GST** shall be passed on to the OIL.

Beyond the contract period, in case OIL is entitled for input tax credit of **GST**, then statutory variation in applicable **GST** on supply and on incidental services, shall be to OIL's account.

Claim for payment of **GST**/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

**37.21** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

**37.22** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

**37.23** OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**37.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**37.25 Documentation requirement for GST:**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;  
Note: OIL GSTIN numbers are as follows:  
Assam :18AAACO2352C1ZW  
Arunachal Pradesh :12AAACO2352C1Z8
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST, CGST, SGST/UTGST, cess);

- l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
  - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - n) Address of the delivery where the same is different from the place of supply and
  - o) Signature or digital signature of the supplier or his authorized representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

### **37.26 ANTI-PROFITEERING CLAUSE:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

**37.26.1** In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

### **38.0 WITHHOLDING:**

Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any

circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- i) Order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
  - iv) Any payment due from Contractor in respect of unauthorized imports.
- When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

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

**40.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Demand Draft/Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of contract value) with validity of 03 (Three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. If the performance security is submitted in the form of bank guarantee then in the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

**41.0 NOTICE:**

41.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

**Company**

**a) For contractual matters**

CGM-Contracts

OIL INDIA LIMITED

PO DULIAJAN - 786602

**b) For technical matters**

CGM-PSS

OIL INDIA LIMITED

PO DULIAJAN - 786602,

ASSAM, INDIA

Phone No. 91-374-2808650

Email: contracts@oilindia.in

ASSAM, INDIA

Phone No. 91-374-2806440

Email: agadhmedhi@oilindia.in

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_

Phone No.:

41.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Schedule of Work, Unit and Quantity**

**DESCRIPTION OF WORK/SERVICE:** Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months".

| <b>Item No.</b>                                                                                                                    | <b>Description of Services</b>                                                                                                                  | <b>UOM</b>      | <b>Estimated Quantity</b> |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------|
| 10                                                                                                                                 | <b>Operation of CTF, Duliajan</b><br>Operation of the new facilities Post implementation MB Lal Committee Recommendations in the CTF, Duliajan. | MON<br>(Months) | 3                         |
| <b>1.</b> Tenure of Agreement: 3 (Three) months with a provision of extension by another 03 (three) months.                        |                                                                                                                                                 |                 |                           |
| <b>2.</b> Mobilisation Period: 10 (Ten) days from the date of issue of LOA or as per Mobilization Notice issued by PSS Department. |                                                                                                                                                 |                 |                           |

**A. SPECIAL CONDITIONS OF CONTRACT (SCC)****1.00 DEFINITIONS AND INTERPRETATION:**

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

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

1.02 “OMR” means Oil Mines Regulation 2017;

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

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

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

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

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

B. “Machinery means –

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

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

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

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

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

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

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

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

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

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

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

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

1.18 “CONTRACT” means the contract agreement signed for **“Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan”**.

“CENTRAL TANK FARM (CTF), Duliajan” means CTF, Duliajan.

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

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

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

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

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

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

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

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

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

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

1.27 “Standard and Sound Industry Practice” means Clean and safe environment in the entire plant some parameters of which but not limited to are Plant’s drains, OWS pits, office-buildings, sheds, facilities, engines, machines, equipment, water reservoirs etc, each devoid of Oil spillage, dirt, filth, sludge, rubble, garbage , residue, high growth grass etc.

1.28 Effective date and Duration:

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

**2.0 MOBILIZATION:** Mobilization shall be deemed to be complete when the contractor is ready in all respects to commence the work. The contractor shall intimate the Company in writing of their readiness to commence work. The Prerequisites viz. Labour Clearance, IME/PME, Manpower Credentials, Optimum Tools for carrying out the operation, PPE’s, Standby vehicle, Insurance etc.

### **3.0 CONTRACTOR’S PERSONNEL:**

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

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

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

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

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

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

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

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

#### **5.0 CONTRACTOR'S ITEMS:**

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

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

#### **6.0 CONDUCTING FIELD & OFFICE WORKS:**

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

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

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

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

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

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

- i. **HSE Drills, meeting etc.:** The Party shall observe such HSE regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Party shall take all measures reasonably necessary to provide safe & pollution free working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. Party shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
- ii. **Record Keeping, Documentation in connection with HSE:** Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual / contingency plans for pollution control should be kept at site. Compliance of these shall be the sole responsibility of the Party.

- iii. **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as per Rule 44(1) of Mines Rules 1955.
- iv. **Camp And Other Establishment:** Suitable camp facilities for Party's personnel including catering services shall be Party's responsibility.
- v. **Stand By Vehicle:** A standby vehicle should be made available by the bidder at work site for emergency mobilization of personnel to hospital in case of injury/accident.

Note: The bidder shall submit an undertaking as per the **PART-V SAFETY MEASURES (SM)**.

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

## **7.0 CONTRACTOR'S SPECIAL OBLIGATIONS:**

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

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

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

7.4 Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.

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

7.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor

should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/ penalty etc imposed by Indian government. The company reserves the right to withhold the payment till all such equipments are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

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

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

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

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

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

**11.0 LIQUIDATED DAMAGES & PENALTY:**

11.1 Mobilization shall be completed within 10 (Ten) days from the Date of issue of LOA about award of the Contract or as per Mobilization Notice issued by PSS Department.

11.2 For default in timely mobilization, the Contractor shall pay to the Company liquidated damages at the rate of @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of actual completion of the mobilization as defined in 2.0 above.

11.3 If the Contractor fails to mobilize within **10 days** from the issue of LOA or as per Mobilization Notice issued by PSS Department., the Company reserves the right to cancel the Contract without any compensation whatsoever.

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

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

**13.0 POWERS AND DUTIES OF OIL:** In no other circumstances, OIL's obligations cover any other matter(s) not stated below:

- i. OIL shall appoint, as per provisions of the Oil Mines Regulations 2017 (OMR), a Mines Manager, an Installation Manager or his representative, Competent Person(s) for safe operation of the plant as per sound industry practice.
- ii. The Installation Manager, Mines Manager or his representative will be solely responsible for all decisions regarding safe operation and up to date maintenance of the installation. Installation Manager, Mines Manager or his representative will also be responsible for maintenance of water disposal wells connected to the installation.
- iii. Subject to the provisions of the contract, OIL promptly pay and discharge the costs arising out of operation & maintenance of the plant, reimbursement of other jobs as per this contract as per provisions of the payment terms of the contract.
- iv. OIL shall deduct such amount of money from monthly "OPERATION" bills of the contractor in case the contractor fails to carry out any job as mentioned in the tender document. A written notice stating the partial fulfillment of "OPERATION" jobs and corresponding shortfalls as per terms of contract will be given to the contractor.
- v. The Contractor will be following all the operational instructions as decided by the Installation Manager, Mines Manager or his representative for safe operation of the plant, as per the scope of work covered under clause no 2.7 of B. TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS. For any decision regarding safe operation of the plant, the decision of Installation Manager, Mines Manager or his representative will be final & binding which must be strictly complied with by the contractor unless such decisions are contrary to the provisions of the contract.
- vi. OIL will have to finally give consent to appointment of any work personnel in the capacity of officers or work-staff for working at Tank Farm under the contract. Contractor must hand over all documents about their potential employees to be deployed at Tank Farm regarding personal details, educational background, other credentials etc before actual appointment. OIL does not have any part or say on the selection procedures of employees of the contractor. However, on receipt of all documents as above OIL has the right to reject / disallow any such employees to work at Tank Farm. This clause is applicable in conjunction with Man power **Clause No 3.0** under A. Special Conditions of Contract of PART-III SCC.
- vii. The Installation Manager, Mines Manager or his representative shall have the authority to promptly take action regarding removal of any person working inside the plant from his workplace for negligence of duty, violation of safety norms as per Mines Act or OMR, HSE policy of OIL and willful insubordination of any

legitimate order of the Installation Manager, Mines Manager or his representative regarding operation of the plant. Such decisions will be in consultation with representative(s) of the contractor and are applicable in conjunction with Man power **Clause No 3.0** under A. Special Conditions of Contract of PART-III SCC.

- viii. The Installation Manager, as per provisions of the OMR, will visit the installation once in every working day and the authorised representative of the contractor will be physically present during the regular visit of the Installation Manager to the Installation. In case of any operational emergency when the authorised representative of the contractor leaves the installation during the visit of the Installation Manager, the prior intimation for the same should be made in advance to the Installation Manager and the name of the authorised in-charge representative(s) shall be made known to the Installation Manager in writing.
- ix. OIL shall make available Electricity free of cost for "OPERATION" of the plant from OIL's captive power plant at a New Switch Room inside the plant boundary.
- x. OIL shall also provide AFFF foam compound used for mock disaster drill proposed by OIL.

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

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

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

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

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

- i. Total manpower list
- ii. All certificates as per applicable laws including Mines Acts.
- iii. Regional Labour Commissioner's certificate, if required.
- iv. IME/PME of the manpower proposed
- v. PPE's as detailed in the contract
- vi. Standby Vehicle
- vii. Insurance

**18.0 ADDITIONAL EXPENSES DUE TO FAULT OF THE CONTRACTOR:** In case additional expenses are incurred due to failure of system / process/ equipment / general infrastructure of the plant/ facilities, pipeline network and disposal wells on account of wrong operation / wrong maintenance / wrong handling/ poor workmanship / use of

incompetent manpower/ lack of supervision/ lack of co-ordination/ willful insubordination of Operating instruction by the person or group of persons engaged by the contractor, the contractor will bear all such expenses. The contractor will commence necessary rectification/ modification required to rectify such failures.

**19.0 ADDITIONAL EXPENSES ON OIL FOR DESIGN MODIFICATION REQUIRED AT THE PLANT:** For any modification in design or addition of new equipment or infrastructure which is required for some additional requirements felt by OIL during the currency of the "OPERATION" contract, the cost will be borne by OIL, unless otherwise the modification/ addition is required to rectify poor workmanship of the contractor during operation.

**B. TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS:**

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

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

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

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

**1.2 Description of Process:**

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

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

There other Tanks are used as:

- Filled up Tank.
  - Dispatch Tank for custody transfer to Pump Station-1.
  - For handling crude in Emergency Situation.
- c. **Formation Water Handling:** Formation water separates out by settling process at the tanks and is further pumped to OCS-3 for further disposal process.
- d. **Fire Fighting Facility:** Firefighting facility is in conformity to revised OISD 117 and MB Lal Committee recommendations, OMR and TAC norms. CTF-Duliajan:
- 6 (six) number of diesel engine driven Fire water drenching pumps with 616KL/Hr capacity at 105m water Head.
  - 2 (two) nos of motor driven Jockey Pumps for maintaining the ring main pressure with 130 m<sup>3</sup>/hr capacity and 110 meter head.
  - 2 (two) nos of motor driven Foam pumps with 26.6 KL Foam availability.
  - Foam Monitors & Foam Pourers at the tanks. Each storage tank has its own in-situ foam generating arrangement, water drenching system to fight accidental fire. An integrated fire-protection and fire-fighting facility are available for the plant in accordance with OISD-117.
  - Standby static water storage facility comprising of 7200 KL ground water reservoir and two (2) nos of over ground tanks of 2475 KL each is available in accordance with OISD norms for catering to bulk firefighting water requirement during emergencies
  - Sixteen (16) numbers of Medium Expansion Foam Generators.
  - Differential Pressure Inductor Foam system.
  - Ten (10) numbers of Remote operated High Volume Long Range Monitors.
  - Six (6) numbers of manual operated High Volume Long Range Monitors
  - Fire Detection & Suppression System.

Any other changes to meet OISD 117 and MB Lal committee recommendations.

### 1.3 Description of Facilities:

Following facilities / infrastructure are available at CTF:

- i). Tank Farm (i.e. Crude Oil Storage Tanks) of 54,836 M<sup>3</sup> holding capacity consisting of four (4) nos. of fixed cone roof storage tanks each of 1109 M<sup>3</sup> capacity and five (5) floating roof storage tanks each of 10080 M<sup>3</sup> holding capacity complete with accessories, safety implements & corrosion prevention system.
- ii). Effluent Collection System for collection of separated formation water out of the Tanks. The effluents are collected and are pumped to the storage tanks and further the separated formation water is dispatched to OCS-3 for disposal.

- iii). There are two Oily Water Separator (OWS) systems one with closed network of MS pipes of diameter 10 inches around tank farm and the other (New) is an underground closed network of MS pipes of diameter 10 inches around tank farm.
  - iv). Fire Protection & Fire fighting System.
  - v). Electrics and Illumination – 6 High Masts, street lights, peripheral lighting.
  - vi). Instrumentation, Control & Communication system for plant management & fail-safe operation through control room operation
- Civil infrastructure -Buildings & sheds, utility buildings, control room, garden, roads, drainage & OWS.

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

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

**2.0 THE DETAILS OF THE EQUIPMENTS/FACILITIES/SYSTEMS TO BE MAINTAINED THROUGH UNDER “OPERATION CONTRACT”:**

**2.1 New Systems/Facilities built under MB LAL Project:**

- 1) Centralized Control room for online monitoring and process control to be manned on 24X7 basis with Safety PLC system& consoles etc. – One system–with related systems like clean agent system, Fire alarm panel & detectors, package AC system, UPS system, Internal lighting system etc.
- 2) SIL certified Level measuring instruments – RADAR & SERVO gauges in each tank – Around 18 gauges.
- 3) Complete Tank farm management system, temperature & water cut probes ROSOV & MOV/DBBV systems - for automatic isolation of tank inlet & outlet. ROSOV ARE FAIL SAFE AND FIRE SAFE TYPE.  
  
ROSOV – 18 nos.  
MOV – 18 nos.
- 4) Online Gas Detector System
- 5) ESD (Emergency shutdown system) from centralized control room & field
- 6) CCTV system
- 7) PLC based Rim seal fire protection system
- 8) HVLR – High velocity long range monitors – Remote & Manual type - with control panels, MOV etc.
- 9) Fire water pumps& associated sub-systems inside pump house, related control system, electrical system and equipments/valves installed in the hydrant line
- 10) Fire water tanks, sprinkler system and related valves/instruments

- 11) Foam system & Piping Network– pumps, tanks, valves and related E&I
- 12) Electrical Switch room with ELDB & MLDB panels
- 13) Field Instruments like PT, TT etc. (few)
- 14) Compressed Instrument Air System – Compressor, dryer, related E&I, valves etc.
- 15) High Mast Lighting system and outdoor lighting near ROSOV/MOV panels outside dyke in Duliajan.
- 16) OWS system
- 17) Control Room in totality-Civil, AC & Lighting.
- 18) **Centralized Control Room with Safety PLC and TFMS System:**

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

## **2.2 Scope of work:**

1. Manning of Control room and Generate Reports as per approved format
2. Operate the panels in switch room as per need
3. Carry out tank transfer – Receipt & Delivery through MOV's
4. Operate the Fire Fighting system including pumps – Routine and as per need
5. Operation of compressed air system as per procedure
6. Operation of Foam system as per need & routine
7. Housekeeping of all the above systems (01 to 16) – Mainly Control room, Switch room, fire water pump house etc.
8. Up-keepment of all field instruments, PLC control system and its auxiliaries, TFMS system, CCTV system, Fire Alarm panel, Gas Detection system, PLC based Rim Seal fire protection system etc.

9. Calibration and checking of all field instruments such as Pressure Transmitters, Temperature Transmitters, Radar Gauges, etc. and ensuring their functionality.
10. Checking of wiring with respect to measurement of different signals such as Analog (Voltage/current/Resistance etc.) and Digital from field instruments at Junction Boxes/ Marshalling panels of field/ control room during troubleshooting or when need arises.
11. Checking, cleaning of sensors and calibration of Gas, Fire and Smoke detectors during operational emergency.
12. Replacement of small instrumentation spares such as glass fuse, barriers, terminal block (TB), indicating Lamp and system history backup as and when required.
13. Any consumables related to Instrumentation system will have to be procured and maintenance of the inventory by OIL regularly.
14. Minimum tools and tackles, test equipment such as Multimeter, Portable Pressure Calibrator, Temperature Bath, mA & mV source, HART/FF Hand held Calibrator etc for smooth operation of the installations are to be arranged by the Contractor.
15. Upkeep all safety systems like fire water in tanks, diesel in engine fuel tanks, foam in tanks, etc. Diesel & Foam will be supplied by OIL as per need.
16. Regular (day-to-day) check-up of fuel, lube oil, coolant and battery condition (distilled water level) etc of the drenching pump engines. Consumables will be provided by OIL.
17. Operation of source water pumps (submersible) to maintain water level in fire water storage tanks.
18. Operation of the fire fighting system. Operating the Fire Pumps, Jockey Pumps, Manually & Remote Operated HVLRM, MEFG, single & double headed hydrants, Hose Box, Foam Maker, Foam Pourer, Rim Seal Fire Fighting System, Extinguishers Inspection, Conducting Fire Mock Drill should be maintained & strict compliance to OISD 116, OISD 117, OISD 189, OISD 142, OMR 184 or latest.
19. All the routing testing & maintenances of equipments mentioned in point no. 18 (above) to be monitored & maintained by HSE cum Fire Officer with the help of fire fighting person along with the operation crew.
20. Liaising with concerned IMs of the Installations from where crude oil is received or being delivered during routine as well as emergent situation as and when required and as directed by IM of the Tank Farm.
21. Any other minor maintenance required due to sudden leakage, malfunctioning of the either of the instruments/systems etc. should be carried out by the Contractor on priority basis whereas necessary consumables will be provided by OIL.

22. Initiate fire fighting operation as per the “Fire Contingency Plan” and continue till the operation is taken over by the OIL personnel and subsequently follow the instruction/ order.
23. Necessary Work Permit/s to be obtained as per statutory norms.

### 2.3 **Exclusions:**

- Provision of Spares for above systems.
- Operation of old (Existing) systems in the tank-Farm.
- Housekeeping of old (existing systems).
- Removal of Oil, Sludge, Debris etc. both within the dyke and outside in the tank-farm periphery.

### 2.4 **PLANT and PLANT BATTERY LIMITS:**

2.4.1 “PLANT” shall mean the entire area as mention in the Clause No. 2.1 under **B. TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS of PART-III:SCC** falling within the existing boundary walls of CTF, Duliajan on its four sides. PLANT encompasses all facilities, equipment, machinery, civil structures, sheds & buildings within the boundary walls as mentioned in Clause No. 2.1.

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

2.4.3 In no other circumstances what so ever except the above clause no 2.3, PLANT BATTERY LIMITS is applicable. The Contractor cannot and shall NOT use PLANT BATTERY LIMITS in any cases related to scope of work of “OPERATION” of the PLANT.

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

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

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

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

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

ii). It will be solely the Contractor’s responsibility to fulfil all legal formalities with respect to the Health, Safety and Environmental aspects of entire “OPERATION” job

under the contract (namely formalities related to the person & the equipment employed by the Contractor and the environment etc.) under the jurisdiction of Dibrugarh district, Assam.

Further, during carrying out all the “OPERATION” jobs at CTF, Duliajan, it will be entirely the responsibility of the Contractor to ensure strict adherence to all HSE measures, statutory rules and to ensure safety of all workers of the Contractor. All terms & conditions under clause no 2.4 shall be applicable to all persons of Contractor deployed at CTF, Duliajan.

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

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

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

iv). The Contractor – within 30 days from LOA of the contract - shall prepare written Site Specific Safe Operating Procedure (Site Specific SOPs) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state all the risks that may arise to men, machineries & material during execution of any Operation jobs to be done by the Contractor and how it is to be managed.

The Contractor shall provide a copy of the SOP to the Installation Manager or his deputed competent persons at CTF, Duliajan who shall be supervising the Contractor's work. The Contractor shall keep an up-to-date SOP and provide a copy of the changes to OIL’s person as above.

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

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

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

- a) Immediately report the same to OIL.
- b) Provide necessary first aid/medical assistance without any delay.
- c) Report the same in the prescribed format as per statutory norms.

- d) Investigate the matter & submit investigation report within 3 days.
- e) Providing reliever crew in place of any injured person immediately.

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

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

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

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

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

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

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

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 Vocational Training (VT) Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October & January).

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

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

ix). Every person deployed at the Tank Farm by the Contractor must wear all required safety gadgets / PPE items which are to be provided by the Contractor. No person will be allowed to work at Tank Farm without PPE and such debarring of any of the Contractor's person(s) may lead to penalty **under clause no 4.0** of TOR vide Man power **clause no 3.0** if Contractor cannot arrange substitute(s) for the debarred person(s).

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 OIL's PPE schedule. Safety appliances like Safety Boots, Safety Helmet and Full Body harness have to be DGMS approved. Necessary supportive documents / approvals shall have to be submitted as proof.

If the 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 all the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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

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

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

Contractor must ensure that all the drenching pumps and jockey pumps are in full operational condition at all time and keep the entire fire fighting pump system in Auto Mode. For that purpose, ring main pressure must be maintained at minimum 7 Ksc (or 10ksc) as per design of installation requirement with the help of the jockey pumps.

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

Reports of all testing / checks / inspection / observations etc conducted on fire fighting system and any corrective actions required / taken are to be as per **clause no 2.6 (v)**.

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

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

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

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

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

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

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

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

**2.7 Day to day Processing & Operating jobs:** The Contractor must carry out all the processes as described in Process Descriptions under **Clause no 2.1** and carry out all related operation jobs for smooth, trouble free, uninterrupted, full-capacity and safe operation of the plant.

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

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

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

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

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

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

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

#### **2.7.2 Contractor's scope of supply and provisioning of Consumables & Materials;**

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

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

OIL will check the brands / qualities of the PPE items at site prior to issue of the PPE items to the Contractor's employees. The quality of the PPE shall have to be as per clause no 2.6 (x).

In case OIL finds any PPE items to be of inferior quality, torn &/or tattered the same shall not be allowed to be used by the Contractor at the PSS Mine of Tank Farm. As per man-power clause, persons without PPE shall not be allowed to work at Tank Farm on any time of a day and corresponding **Penalty Clause number-06 as per clause no. 4.0 (i)** on shortage of man power shall be imposed on the Contractor. This penalty along with **Penalty Clause number-07 as per clause no. 4.0 (i)** for non-processing or partial processing shall be imposed on the Contractor in the event of impossibility of running the Operation of the plant at its full capacity on account of shortage of minimum numbers of man-power.

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

ii). The Contractor shall bear the cost on consumables required for general cleaning of the entire premises of the plant as per clause for "General Housekeeping and upkeepment of the plant" mentioned below like phenyl, toilet cleaner , sanitizer, soap &

powder, deodorants , naphthalene etc and all cleaning tools like brushes , mopeds , broom, rakers, spades etc.

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

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

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

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

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

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

- i). The Contractor shall establish and maintain such relationship with Government, local authorities and with the public as shall be necessary or appropriate to assure that the Operations are conducted and carried out in the most effective way and to the best advantages of OIL.
- ii). Contractor shall resolve issues related to the operations of Tank Farm (excluding the force majeure conditions) which otherwise may significantly affect the operations of the plant; and perform all other acts of similar nature necessary or in proper connection herewith; and any court appearance pertaining to matters relating to the Contract.
- iii). The Contractor will have to do everything that is necessary including but not limited to jobs like liaising with all concerned government departments, civil

administration, law-enforcing agencies etc for keeping all operations of Tank Farm normal during any public protest, picketing, “bandh” call etc. Such public protest, picketing, “bandh”-call etc may be in general or specifically against M/s OIL. In any case, the Contractor shall be responsible and accountable for smooth, uninterrupted and trouble-free Operation jobs of Tank Farm. The Contractor cannot and shall not attribute any disruption of normal Operation jobs of Tank Farm on account of the above reasons to Force Majeure or to OIL.

**2.9.2 Operation job not specifically mentioned in foregoing clauses:** During the currency of the contract, Mines Manager or Installation Manager may give the Contractor any written advice for conducting any work or providing any service coming under the scope of Operation of the plant.

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

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

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

**2.9.3 General guidelines to the Contractor for carrying out “OPERATION” jobs:**

**2.9.3.1 Power and duties of OIL:** For smooth and trouble free operation of the Tank Farm, OIL will have some administrative and operational power. Further, OIL will have some duties to perform and assistance to provide to the Contractor. The entire scope of OIL’s power, duty and assistance to the Contractor is mentioned in clause **13.0 above of Part-III (SCC)** of the tender document.

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

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

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

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

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

iv) The Contractor shall establish & maintain such books, records and accounts as are required by the contract. In addition to the reporting formats as in the SOPs, the Contractor shall have to furnish all such additional books, records, accounts, data & information pertaining to the operation of the plant as may be required and specified by OIL from time to time.

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

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

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

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

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

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

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

i) Daily report which shall cover all activities during the period starting from 6AM of the day to 6AM of the consecutive day in OIL's format. The daily report for a particular day should be ready by 7AM of the consecutive day and will be communicated to OIL's PSS office over telephone every morning before 7:30 AM by the Chief Terminal Manager or his authorized representative.

ii) Any deviations / abnormalities in any aspects of Operation matter need to be documented separately and reported in writing to IM or his representative at the earliest.

iii) Daily reports of all Operation related works carried out on a day must be given in a consolidated single report.

- iv) Daily attendance sheet of all Contractor's employees in Form-E
- v) Any specific report required to be generated from time to time as desired by IM/Mines Manager.

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

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

**2.9.3.5 Report submission / reporting ways:**

- i) **Various aspects in submitting reports / records etc to OIL by the Contractor are:** All records / reports are to be submitted to OIL at stipulated frequencies in both hard copies and in soft format vide flash drive / electronic mails with OIL's confirmation of mail-receipt. List of email ids shall be provided to the Contractor.
- ii) All hard copies of reports / records etc must be countersigned by all concerned persons of the Contractor. Contractor shall have to submit some of the soft copies of reports / records etc as would be advised by OIL in editable format ( for OIL's requirement of using the data) with OIL acknowledging the receipt of corresponding hard copies.
- iii) Reports / records etc in both forms are to be submitted during normal working hours **(07:00am to 03:00pm)** of a working day.
- iv)
  - a) In case OIL's officers are unavailable at the plant, reports / records etc in both forms need to be submitted **by 8:00am of the next working day.**
  - b) Hard copies of reports/records etc must be well maintained / stored by Contractor.

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

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

**2.9.3.6 Access to operations and Rights to Inspection & Information from the Contractor:** OIL in consultation with authorized representative of the Contractor shall at any point of time of the operations may:

- i) Inspect all records, data generated from studies, files and other information kept by the Contractor.
- ii) Have copies made of all data or information including lab analysis & charts.
- iii) Request and receive from the Contractor statements or status where reasonable as desired by OIL for any job pertaining to operation and maintenance.

**2.9.3.7 Reports to Statutory bodies and approvals:** The Contractor will submit all HSE related reports / records etc to the statutory bodies as required under various Acts, Regulations and guidelines issued by such bodies as and when required. In this regards, the various acts etc and the different statutory bodies are to be referred at clause no 2.6 of **B. TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS.**

### **3.0 MAN POWER CLAUSE:**

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

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

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

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

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

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

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

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

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

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

OIL will only provide the MVT training to cover the employees as many as possible at free of cost. But such training can be imparted to contractor's personnel at OIL only during periods when OIL conducts these trainings and subject to availability of seat.

vi) The Field manager of Central Tank Farm appointed by the Contractor shall be fluent in English and local Language (both writing and speaking).

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

viii) Handing over of charge to the next reliever personnel immediately in case of its unavailability at site/ place. The plant shall be manned on 24X7 basis in 3 shift pattern

and a general shift as per the general guideline about deployment of **minimum number of employees** under different category / shifts is given below:

| <b>Sl</b> | <b>Category</b>                               | <b>Duty pattern</b>                      | <b>No of Persons in Shift (8hrs)</b> | <b>Relievr (Off-day duty/ Leave)</b> | <b>Total Manpr Requirement</b> | <b>Qualification/ Experience</b>                                                                                                                                                                                                                                                                         |
|-----------|-----------------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01        | Field Manager / Terminal Manager              | General Shift – 24 hours available basis | 1(G)                                 | 0                                    | 1                              | Graduate in Mechanical / Instrumentation / Chemical with 5 year experience (1 year's minim. Experience in Tank Farm)as mentioned below.                                                                                                                                                                  |
| 02        | Mechanical Engineer                           | General Shift – 24 hours available basis | 1(G)                                 | 1                                    | 2                              | Graduate in Mechanical with 3 years experience in any process industry (handling similar nature of job as mentioned below.)                                                                                                                                                                              |
| 03        | Instrument Engineer / Control Room Contractor | General Shift – 24 hours available basis | 1(G)                                 | 1                                    | 2                              | Graduate in Instrumentation with 3 years experience in any process industry (handling similar nature of job as mentioned below.)                                                                                                                                                                         |
| 04        | Electrical Engineer                           | General Shift – 24 hours available basis | 1(G)                                 | 1                                    | 2                              | Graduate in Electrical with 3 years experience in any process industry (handling similar nature of job as mentioned below.)                                                                                                                                                                              |
| 05        | Fire Officer cum HSE Officer                  | General Shift – 24 hours available basis | 1(G)                                 | 0                                    | 1                              | HSE qualified Engineer with 3yrs experience in petroleum industry (handling similar nature of job as below) along with Graduate in Fire Engg/Fire&Safety Engg/Fire Tech / Graduate in Science+1 yr. Diploma in Industrial Safety Engg /Fire&Safety Engg from Institute recognized by State/Central Govt. |

|                                                                                        |                                          |                     |                                 |   |          |                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|------------------------------------------|---------------------|---------------------------------|---|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 06                                                                                     | Shift Fireman                            | 8 hours shift basis | <b>2(M)+<br/>2(E)+<br/>2(N)</b> | 2 | <b>8</b> | 10+2 pass in any stream from Govt. Recognized board institute/University with minimum 6 months “Basic Fire Fighting Course” from an Institute recognised by State/Central Govt. Details mentioned below. |
| 07                                                                                     | Shift Diploma Engineer (Instrumentation) | 8 hours shift basis | <b>1(M)+<br/>1(E)+<br/>1(N)</b> | 1 | <b>4</b> | Diploma in Instrumentation with 3 year experience in any process industry (handling similar nature of job as mentioned below.)                                                                           |
| 08                                                                                     | Shift Diploma Engineer (Electrical)      | 8 hours shift basis | <b>1(M)+<br/>1(E)+<br/>1(N)</b> | 1 | <b>4</b> | Diploma in Electrical with 3 year experience in any process industry (handling similar nature of job as mentioned below.)                                                                                |
| 09                                                                                     | Helpers                                  | 8 hours shift basis | <b>2(M)+<br/>2(E)+<br/>2(N)</b> | 2 | <b>8</b> | ITI in Electrical & Instrumentation with 2/3 year experience in any process industry handling similar nature of job as mentioned below.                                                                  |
| 10                                                                                     | House Keeping personnel                  | General shift       | <b>2(G)</b>                     | 1 | <b>3</b> | Suitably qualified as defined below                                                                                                                                                                      |
| (Abbreviation: G-General Shift, E-Evening Shift, N-Night Shift) <b>Total Nos. : 35</b> |                                          |                     |                                 |   |          |                                                                                                                                                                                                          |

Normal duration of General shift is wef 7:00 am to 3:30 pm except Sunday as weekly off. Lunch Break will be for 30 minutes from 11:00am to 11:30am. But all such key persons shall be available for 24 hours and all or anyone of them must be available at worksite as per requirement &/or as per advice of OIL in regards to any Operation work. If OIL decides that presence of all or anyone of them is necessary for safe, uninterrupted and full-capacity performances of all Operation jobs of the plant at any time beyond general shift on any days, person(s) must attend duty at site. Here decision of the necessity of the person's presence is solely OIL's and Contractor has to abide by that decision.

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

The Contractor will submit a list of engaged manpower and their deployment pattern including any change in the manpower/ deployment pattern during the tenure of contract period. The deployment pattern should meet the statutory requirement as per Mines act and other Government Laws, statutory by-laws and Acts etc. Contractor shall

provide the Installation Manager, OIL with roster/ deployment pattern of all its employees on a monthly basis in the first three days of the month. Contractor shall furnish actual attendance of a day to the Installation Manager or to his representative on the next working day. Failure to provide daily attendance sheet to OIL shall invite **Penalty Clause number-06** as per clause no. 4.0 (i).

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

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

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

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

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

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

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

ii) **Mechanical Manager / Engineer:** Mechanical Manager / Engineer must have Degree in Mechanical Engineering with minimum 3 year experience in any process

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

iii) The Mechanical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (2017), Mines Act, Mines Rules, and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc. He shall, with the help of his team, shall keep and maintain all statutory Mechanical records of the plant.

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

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

iv) **Instrumentation Engineer / Control Room Contractor:** The Instrument Engineer shall be the overall in-charge and coordinator of all Operational activities of the control and instrumentation systems Tank Farm. The person shall have to take the responsibility of trouble free operation of all the instrumentation systems of the Plant.

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

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

He must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued/ **vett**ed by State Licensing Board, Assam or equivalent authority. The Electrical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (2017), Central Electricity Authority Regulations (2010), Mines Act, Mines Rules, Indian Electricity Act and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc.

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

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

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

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

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

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

viii) **Shift-Diploma-Engineers (Instrumentation):** Diploma in Instrumentation with 3 year experience in any process industry (handling similar nature of job as mentioned above).

ix) **Shift Diploma Engineers (Electrical):** Diploma in Electrical with 3 year experience in any process industry (handling similar nature of job as mentioned above). They must possess valid Electrical Supervisor's Certificate of Competency [minimum parts I, II, III, IV & VI and preferably Part VIII-Mining Installations] issued / vetted by State Licensing Board, Assam or equivalent authority. The Electrical Manager should be conversant with all statutory rules and regulations such as Indian Oil Mines Regulations (2017), Central Electricity Authority Regulations (2010), Mines Act, Mines Rules, Indian Electricity Act and various directives, rules and regulations of Statutory bodies like DGMS (India), OISD etc.

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

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

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

**4.0 Imposition of Penalty**

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

| Sl No. | Clause no                        | Reason of Penalty                                                                                                                                                                                                                                                        | Basis of penalty amount                                                                                                           | Amount                            |
|--------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1.     | 2.6 (ix)<br>Safety Gadgets       | i) Non availability of all required safety gadgets, tools & equipment.                                                                                                                                                                                                   | Penalty equal to "One day Operational Charge/Week will be deducted until its compliance from the invoice of the particular month  | One day Operational Charge /week  |
| 2.     | 2.6 (xi)<br>FF system failure.   | ii) Contractor's Failure to keep entire Fire Fighting system in full operational condition during all time.                                                                                                                                                              |                                                                                                                                   |                                   |
| 3      | 2.7.1 (i)<br>OWS Maintenance     | iii) Contractor's Failure to maintain Ring main line pressure (min of 7 or 10 Kg/ cm <sup>2</sup> as per instruction of Installation Manager in writing).<br>iv) Contractor's failure to comply all other terms of clause no 2.6 (viii) & 2.6(x).                        |                                                                                                                                   |                                   |
| 4      | 2.7.1<br>Oil spillage/<br>Drains | v) Contractor's Failure to maintain OWS system as per specifications.<br>vi) Contractor's Failure to maintain cleanliness and oil-free state in the entire plant surface area and drains<br>vii) Any other failures to meet the HSE/statutory requirements as mentioned. |                                                                                                                                   |                                   |
| 5      | 2.8<br>General<br>Up-keepment    | Contractor's failure to carry out daily general up-keepment jobs as per specifications.                                                                                                                                                                                  | Penalty equal to "half day Operational Charge/Week will be deducted until its compliance from the invoice of the particular month | Half day Operational Charge /week |
| 6      | 3.0<br>Shortage of man-power     | i) Contractor's failure to deploy minimum numbers of employees on each day.<br>ii) Contractor's failure to submit daily attendance of their employees at respective Tank Farm.                                                                                           | Penalty lumpsum of Rs.15,000/- will be deducted for each day of failure.                                                          | 15,000/-<br>INR<br>(failure)      |

**To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of service: Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months".**

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 fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects or 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 contractor. The Contractor shall provide proper Personnel Protective Equipment's 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 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 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 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 is carried out in accordance with Statute 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 and 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 work persons, Number of work persons deployed, how many work 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 measures and statutory rules during operation in OIL's installations and safety to 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 the incident 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's 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 Centre's 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 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 employees 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 right for the directing the contractor to take action to comply with the requirements and for further non-compliance, the contractor will follow the prevailing element Act/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 must as practicable.

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

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Act/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 **Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months"**. 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 Organization "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 Page 2 of 6 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.

**(3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **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 credibility 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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

#### **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 Earnest Money Deposit/Bid Security.
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 Security Deposit/Performance Bank Guarantee.
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 Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
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**

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. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.
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. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

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**

Witness 1: .....

Witness 2: .....

Place.

Date .

|

**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 M/s .....  
(Name of the Bidder) for the last 03(Three) completed accounting years upto ..... **(as the case may be)** are correct.

| <b>YEAR</b> | <b>TURN OVER</b><br>In INR | <b>NET WORTH</b><br>In INR |
|-------------|----------------------------|----------------------------|
|             |                            |                            |
|             |                            |                            |
|             |                            |                            |

Place:

Date:

Seal:

Membership Number:

Signature:

Registration No.:

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

**DESCRIPTION OF WORK/SERVICE:** Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months".

**PRICE BID FORMAT : CDO2072P20**

| <b>NAME OF BIDDER</b>                                                        |                                                                             |     |                    |                                          |                          |                                                |                               |                                                                                    |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----|--------------------|------------------------------------------|--------------------------|------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------|
| <b>Bidder's GST No.</b>                                                      |                                                                             |     |                    |                                          |                          |                                                |                               |                                                                                    |
| <b>SAC/HSN Code</b>                                                          |                                                                             |     |                    |                                          |                          |                                                |                               |                                                                                    |
| <b>Select the benefit sought under the Policy<br/>( Use Drop Down List )</b> |                                                                             |     |                    |                                          |                          |                                                |                               |                                                                                    |
| Item No.                                                                     | Description of Services<br>(For detailed description of Services Refer SOQ) | UOM | Estimated Quantity | Rate (Rs.) to be quoted<br>Excluding GST | Applicable GST Rate in % | Applicable GST<br>(Select from Drop down List) | Amount (Rs.)<br>Excluding GST | Amount (Rs.)<br>Including GST                                                      |
|                                                                              |                                                                             |     | <b>A</b>           | <b>B</b>                                 | <b>C</b>                 |                                                | <b>D = A * B</b>              | <b>E = D+(D*C%)</b>                                                                |
| 10                                                                           | Operation of CTF, Duliajan                                                  | MON | 3                  |                                          |                          |                                                | 0.00                          | 0.00                                                                               |
| <b>Total (Rs)</b>                                                            |                                                                             |     |                    |                                          |                          |                                                | 0.00                          | 0.00                                                                               |
|                                                                              |                                                                             |     |                    |                                          |                          |                                                |                               | The above cost should be maintained under "Total Bid Value" in the E-Tender Portal |

**NOTE:**

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST , if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order /Contracts will be binding on the bidder.

|                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & The bids will be evaluated based on total price including GST. |
| 6. Bidder may seek benefits under Public Procurement Policy for MSEs – Order 2012.                                                                         |
| 7. Refer to GCC for detail of GST.                                                                                                                         |
| 8. Refer to SOQ & SCC for Item detail Description.                                                                                                         |
| 9. Mobilisation Period: 10 (Ten) days from the date of issue of LOA or as per Mobilization Notice issued by PSS Department.                                |

**BID FORM**

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

**Sub: IFB No. CDO2072P20**

*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 quoted in the Price Bid Format 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 submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the original date of 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 \_\_\_\_\_ 2019.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

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

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

**TO  
CGM (CONTRACTS)  
OIL INDIA LIMITED  
P.O. DULIAJAN-786602  
Assam, India**

Sir,

**SUB: OIL's IFB No. CDO2072P20**

I/We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO2072P20** for **Hiring of Services for "Operation of the new facilities Post implementation MB Lal Committee Recommendations in the Central Tank Farm (CTF), Duliajan for a period of 3 (three) months extendable by another 03 (three) months"**.

Yours Faithfully,

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

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

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

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

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

**PROFORMA LETTER OF AUTHORITY**

**TO**  
**CGM-CONTRACTS**  
**Contracts Department**  
**P.O. DULIAJAN PIN-786602**  
**Dist. Dibrugarh, Assam**  
**India**

Dear Sir,

**SUB: OIL's IFB No. CDO2072P20**

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 IFB No.  
**CDO2072P20** for **Hiring of Services for "Operation of the new facilities Post  
implementation MB Lal Committee Recommendations in the Central Tank  
Farm (CTF), Duliajan for a period of 3 (three) months extendable by another  
03 (three) months"** 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-786602**

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.

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
  - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
  - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**[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:

GST Registration Number:

\_\_\_\_\_  
Signature of Bidder with Official Seal

**FORM OF PERFORMANCE BANK GUARANTEE**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

**To  
M/s OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN-786602**

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. \_\_\_\_\_ to execute \_\_\_\_\_ (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 there under 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: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
  - i) “MT 760/MT 760 COV” for issuance of bank guarantee.
  - ii) “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. \_\_\_\_\_ (being 10% of contract value) with validity of 03 (three) months beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

**E-TENDER NO. CDO2072P20**

- (a) PART-I indicating the General Conditions of this Contract;
- (b) PART-II indicating the Schedule of work, unit, quantities & rates;
- (c) PART-III indicating the Special Conditions of Contract;
- (d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)**

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your Tender No. CDO2072P20**

**To,  
The CGM-Contracts  
Contracts Department,  
OIL, Duliajan**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE  
OFFICIAL LETTER HEAD OF THE BIDDER)**

**CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA**

**Ref : Note 'b.' under Clause 1.1 Financial Criteria of BEC/BRC of  
Tender No. CDO2072P20**

I \_\_\_\_\_ the authorized signatory(s) of \_\_\_\_\_  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: Please note that any declaration bearing date after the Original Bid Closing Date will not be considered and will be rejected. This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

**TECHNICAL EVALUATION SHEET FOR BEC**  
**E-TENDER NO. CDO2072P20**

**Bidder's Name:** \_\_\_\_\_

| Sl. No.                              | Clause No. of BEC/BRC | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Compliance |    | Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance |
|--------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----|--------------------------------------------------------------------------------------|
|                                      |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes        | No |                                                                                      |
| 1                                    | 1.0                   | <p><b><u>BID EVALUATION CRITERIA (BEC)</u></b></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Technical Bid.</p> |            |    |                                                                                      |
| <b><u>1.1 FINANCIAL CRITERIA</u></b> |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |    |                                                                                      |
| 2                                    | 1.1.1                 | Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least <b>Rs. 17,92,100.00 (Rupees Seventeen Lakh Ninety Two Thousand and One Hundred only).</b>                                                                                                                                                                                                                                                                                                                                                                                            |            |    |                                                                                      |
| 3                                    | 1.1.2                 | <p>Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p>Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in</p>                                                                                                                                                                                                                                                                                                                                                                                              |            |    |                                                                                      |

**TECHNICAL EVALUATION SHEET FOR BEC**  
**E-TENDER NO. CDO2072P20**

|   |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|---|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|   |                                                 | Section 2 (57) of The Companies Act, 2013.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| 4 | <b>Note to<br/>BEC<br/>Clause 1.1<br/>above</b> | <p><b>a.</b> For proof of Annual Turnover &amp; Net worth (refer clauses 1.1.1 &amp; 1.1.2 above), any one of the following documents/photocopies must be submitted along with the bid:</p> <p>(i) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p style="text-align: center;">OR</p> <p>(ii) A certificate issued by a practicing Chartered or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>Annexure-X</b>.</p> <p><b>b.</b> Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per <b>Proforma-X</b>.</p> <p><b>c.</b> In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.</p> |  |  |  |

**TECHNICAL EVALUATION SHEET FOR BEC**  
**E-TENDER NO. CDO2072P20**

|                               |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
|-------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|                               |                                     | <p><b>d.</b> In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para <b>a.</b> and <b>b.</b> above.</p> <p><b>e.</b> Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover &amp; Net worth as mentioned in Para 1.1.1 &amp; 1.1.2.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| <b>1.2 TECHNICAL CRITERIA</b> |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| 5                             | <b>1.2</b>                          | <p>The bidder must have experience in successfully executing/completing at least 01 (One) SIMILAR work of minimum <b>Rs. 29,86,700.00 (Rupees Twenty Nine Lakh Eighty Six Thousand and Seven Hundred only)</b> under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Central Govt./State Govt./Public Sector Undertaking/State Govt. Enterprise/any E&amp;P Company or Midstream or Downstream Oil &amp; Gas Company..</p>                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| 6                             | <b>Note to BEC clause 1.2 above</b> | <p><b>a.</b> "SIMILAR" nature of work mentioned in 1.2 means "Providing Operation/Operation &amp; Maintenance services comprising minimum working experience for the following in an Oil &amp; Gas Company:</p> <ul style="list-style-type: none"> <li>i. Online monitoring and process control from control room on round the clock basis.</li> <li>ii. Operations of Fire Fighting System along with accessories and related control system.</li> <li>iii. Operation of Electrics and Electrical Systems etc."</li> </ul> <p><b>b.</b> For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <b><u>In case work experience is against OIL's Contract:</u></b> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> |  |  |  |

**TECHNICAL EVALUATION SHEET FOR BEC**  
**E-TENDER NO. CDO2072P20**

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|  |  | <p>A. Work order no./Contract no.<br/> B. Gross value of job done<br/> C. Period of Service<br/> D. Nature of Service</p> <p><b>II. <u>In case work experience is not against OIL's Contract:</u></b><br/> Bidder must submit the following:</p> <p>A. Contract document showing details of work,<br/> AND<br/> B. Job Completion Certificate showing:<br/> (i) Gross value of job done<br/> (ii) Nature of job done and Work order no./Contract no.<br/> (iii) Contract period and date of completion<br/> OR<br/> C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:<br/> (i) Work order no./Contract no.<br/> (ii) Gross value of jobs done<br/> (iii) Period of Service<br/> (iv) Nature of Service</p> <p><b>b.</b> Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.</p> <p><b>c.</b> Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume &amp; value, as stipulated respectively under Clause Nos. 1.2 will only be treated as acceptable experience.</p> <p><b>d.</b> Following work experience will also be taken into consideration:<br/> (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(ii) In case the start date of the requisite experience is beyond the</p> |  |  |  |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

**TECHNICAL EVALUATION SHEET FOR BEC**  
**E-TENDER NO. CDO2072P20**

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|  |  | <p>prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.</p> <p>(iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.</p> <p>Proof of work experience against Para <b>e. (i) and (ii)</b> above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <b><u>In case requisite experience is against OIL's Contract:</u></b><br/> Bidder must submit the breakup of similar work and its value/quantity mentioning SES No. and copies of all relevant SES.</p> <p>II. <b><u>In case requisite experience is NOT against OIL's Contract:</u></b> Bidder must submit the breakup of similar work and its value/quantity executed within the prescribed period of 07 (Seven) years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number &amp; Firm Registration Number).</p> <p>Proof of work experience against Para <b>e. (iii)</b> above, to satisfy a) similar work b) minimum prescribed value/qty c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <b><u>In case requisite experience is against OIL's Contract:</u></b><br/> Bidder must submit the following:</p> <p style="margin-left: 40px;">A. Breakup of similar work</p> <p style="margin-left: 40px;">B. SES (Service Entry Sheet)/Certificate of Payment</p> |  |  |  |
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|   |            | <p>(COP) issued by the company indicating the following:</p> <ul style="list-style-type: none"> <li>(i) Work order no./Contract no.</li> <li>(ii) Gross value of job done</li> <li>(iii) Period of Service</li> <li>(iv) Nature of Service</li> </ul> <p>II. <b><u>In case requisite experience is not against OIL's Contract:</u></b><br/> Bidder must submit the following:</p> <ul style="list-style-type: none"> <li>A. Breakup of similar work</li> <li>B. Contract document showing details of work.</li> </ul> <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> <li>C. LOA/LOI/Work order showing: <ul style="list-style-type: none"> <li>(i) Gross value of job awarded</li> <li>(ii) Nature of job awarded</li> <li>(iii) Contract no./Work order no.</li> <li>(iv) Contract period and date of completion</li> </ul> </li> </ul> <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> <li>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following: <ul style="list-style-type: none"> <li>(i) Work order no./Contract no.</li> <li>(ii) Gross value of job done</li> <li>(iii) Period of Work Done</li> </ul> </li> </ul> <p><b>f.</b> SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p><b>g.</b> Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 1.2.</p> |  |  |  |
| 7 | <b>1.3</b> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |

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| 8  | <b>1.4</b>  | Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.                                                                                                                                                                                                                                                                                                                           |  |  |  |
| 9  | <b>1.5</b>  | 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.                                                                                                                                                                                |  |  |  |
| 10 | <b>1.6</b>  | 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.                                                          |  |  |  |
| 11 | <b>1.7</b>  | 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.                                                                                                                                                                                                                                                                                                   |  |  |  |
| 12 | <b>1.8</b>  | 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.                                                                                                                                                                                                                    |  |  |  |
| 13 | <b>1.9</b>  | 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.                                                                                                                                                                                                                                                                                |  |  |  |
| 14 | <b>1.10</b> | <p><b><u>PURCHASE PREFERENCE CLAUSE:</u></b> Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:</p> <p><b>1.10.1</b> In case participating MSEs Quote price within price band of</p> |  |  |  |

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|    |             | <p>L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p><b>1.10.2</b> In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p><b>1.10.3 <u>Documentation required to be submitted by MSEs:</u></b> Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p> |  |  |  |
| 15 | <b>1.11</b> | Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 16 | <b>1.12</b> | <p>OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.</p> <p>However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |

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| 17                                              | <b>1.13</b> | <p>Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.</p> <p>When a bidder mentions taxes as extra without specifying the rates &amp; amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.</p> |  |  |  |
| 18                                              | <b>1.14</b> | Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| 19                                              | <b>1.15</b> | Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| <b>2.0 <u>BID REJECTION CRITERIA (BRC):</u></b> |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| 20                                              | <b>2.1</b>  | The bids are to be submitted under Composite Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 21                                              | <b>2.2</b>  | 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.                                                                                                                                                                                                                                                        |  |  |  |
| 22                                              | <b>2.3</b>  | 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.                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| 23                                              | <b>2.4</b>  | Bid Documents/User Id & Password for OIL's E-Tender portal are not                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |

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|    |            | transferable.                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| 24 | <b>2.5</b> | Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| 25 | <b>2.6</b> | 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.                                                                                                                                                                                                                                                                           |  |  |  |
| 26 | <b>2.7</b> | 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.                                                                                                |  |  |  |
| 27 | <b>2.8</b> | Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| 28 | <b>2.9</b> | 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 under "Technical Attachment" Tab Page only. |  |  |  |

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| 29 | <b>2.10</b> | <p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> <li>(i) Firm price</li> <li>(ii) EMD/Bid Bond</li> <li>(iii) Period of validity of Bid</li> <li>(iv) Price Schedule</li> <li>(v) Performance Bank Guarantee/Security deposit</li> <li>(vi) Delivery/Completion Schedule</li> <li>(vii) Scope of work</li> <li>(viii) Guarantee of material/work</li> <li>(ix) Liquidated Damages clause</li> <li>(x) Tax liabilities</li> <li>(xi) Arbitration/Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Specifications</li> <li>(xv) Integrity Pact</li> </ul> |  |  |  |
| 30 | <b>2.11</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| 31 | <b>2.12</b> | Bid received with validity of offer less than 90 (ninety) days from the date of Technical Bid opening will be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| 32 | <b>2.13</b> | The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ <b>Part-VI/Integrity Pact</b> ” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |

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|    |     | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| 33 | 3.0 | <p><b><u>GENERAL:</u></b></p> <p><b>3.1</b> 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 BEC/BRC.</p> <p><b>3.2</b> To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under 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.</p> <p><b>3.3</b> If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.</p> <p><b>3.4</b> Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC &amp; Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p><b>3.5</b> OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not</p> |  |  |  |

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|  |  | entertain any correspondence in this regard.                                                                                        |  |  |  |
|  |  | <b>3.6</b> The originals of documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for. |  |  |  |