MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA

FORWARDING LETTER & INSTRUCTION TO BIDDERS

OIL INDIA LIMITED (OIL) is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through GEM portal for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GEM portal. For your ready reference, few salient points of the Tender are highlighted below.

TENDER INFORMATION SUMMARY

1A	Bid Security	:	**Applicable** Bid Security if submitted in the form of BG/e-PBG must be valid upto **10.05.2026.** ***NOTE:*** **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be rejected.**
1B	Bid Security Declaration	:	Not Applicable
2	Performance Guarantee	:	**Applicable @ 5 % of Order value for PO value more than Rs. 10.00 Lakhs**
3	Integrity Pact	:	Applicable
4	MSE Purchase Preference	:	Applicable
5	PPP-MII Purchase Preference	:	Applicable
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
7	Document Verification by independent third party inspection agencies	:	Applicable *(Detailed in clause 30 of under General Notes to Bidders of Annexure – V)*
8	Restrictions on procurement from a bidder of a country which shares a land border with India	:	Applicable
9	Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	:	Not Applicable
10	OIL's Banning policy	:	Applicable
11	Pre - despatch inspection	:	Not Applicable
12	Third party inspection (TPI)	:	As per details mentioned in tender
13	Installation & Commissioning	:	Applicable
14	Training	:	Applicable

15	Annual Maintenance Contract	:	Applicable
16	OIL's PR No.	:	1428504 ***Quote this reference number for all correspondence with OIL.***

LIST OF ANNEXURES/PROFORMAS

ANNEXURES		
Annexure - I	:	Technical Specifications, Scope of Work, Special terms & Conditions etc.
~~Annexure - II~~	~~:~~	~~Price Break up~~
Annexure - III	:	Bid Evaluation Criteria / Bid Rejection Criteria (BEC/BRC)
Annexure - IV	:	Technical & Commercial Checklist
Annexure - V	:	General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)
Annexure - VI	:	Bid Evaluation Matrix (Technical Specification)
Annexure - VII	:	Bid Evaluation Matrix (Bid Rejection Criteria)
Annexure - VIII	:	Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Annexure - IX	:	General Conditions of Contract *(For all services to be rendered including AMC)*
PROFORMAS		
Proforma - A	:	Format for undertaking towards compliance of Financial Criteria
Proforma - B	:	Format for Annual Turn Over and Net Worth Certificate
Proforma - C	:	Format for Corporate Guarantee towards Financial Standing
Proforma - D	:	Format for Integrity Pact
Proforma – E(I), E(II), E(III)	:	Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - F	:	Format for Performance Security
Proforma – G A	:	Format for Bid Security
Proforma – G B	:	Format for Bid Security Declaration
Proforma - H	:	Format for undertaking towards submission of authentic information/ documents
Proforma - I	:	Format for Authorization letter For attending Tender Opening
Proforma – J	:	Format for Exception / Deviation
Proforma – K	:	Format for Undertaking For Local Content
Proforma - L	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – M	:	Format for Bidders financial standing
Proforma – N1 Proforma – N2	:	Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation
Proforma – O	:	Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause
Proforma – P	:	Format for Bank Guarantee linked with Advance Payment
Proforma -Q	:	Format for Insurance surety bond for Bid security and Performance security
Proforma -R	:	Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy
Proforma -S	:	Format for Document Verification by independent third party inspection agencies

ANNEXURE - I

DESIGN, ENGINEERING, SUPPLY, INSTALLATION & COMMISSIONING OF ONLINE GAS DETECTION SYSTEM FOR 15 NOS. OF OIL FIELD INSTALLATIONS

I. PREAMBLE

1.0 Oil India Limited, intends to install 'Gas Detection System (GDS)' for its 15 nos. of Oil Field Installations. The proposed Gas Detection System shall be installed at these installations and the Control Panel shall be placed at the operator's room/control room. The system shall be equipped with provision to interface with the existing SCADA RTU/ PLC via Modbus Protocol [RS-485].

Main objective of the Gas Detection System (GDS) shall be to detect hydrocarbon gas concentrations at these Oil Field Installations and initiate alarm or shutdown system as the case may be, at pre-defined levels to prevent any hazardous events and act as independent safety layers for mitigation of consequences to achieve overall process safety requirements of the plant. Gas Detection system shall be designed to perform its function during normal, abnormal and design basis conditions.

This tender has been floated for procurement of Gas detection System with Programmable Electronic System that shall meet safety standard of SIL-2 and other technical specifications as given in this tender document. Bidder to offer suitable technical Solutions to meet OIL's requirement and quote accordingly.

1.1 List of locations where the Online Gas Detection Systems are to be installed -

S/No	Locations/Installation	Quantity (No.)
WESTERN ASSET		
1	Online Gas Monitoring System at GCS-1	1
2	Online Gas Monitoring System at GCS-6	1
3	Online Gas Monitoring System at GCS-8	1
4	Online Gas Monitoring System at GCS-Joypur	1
5	Online Gas Monitoring System at GCS-Shalmari	1
6	Online Gas Monitoring System at GCS- Moran	1
7	Online Gas Monitoring System at GCS- 4	1
8	Online Gas Monitoring System at GCS- Ushapur	1
9	Online Gas Monitoring System at GCS- Kathalguri	1
10	Online Gas Monitoring System at GCS- Nagajan	1
11	Online Gas Monitoring System at GCS- Kathaloni	1
12	Online Gas Monitoring System at GCS- Jorajan	1
13	Online Gas Monitoring System at FGGS- Deohal	1
14	Online Gas Monitoring System at FGGS- Kathalguri	1
15	Online Gas Monitoring System at FGGS-Kushijan	1

II. SCOPE OF SUPPLY/ SERVICES

Gas Detection System shall be designed and supplied on the basis of following detailed Scope of Work:

1.0 **Type of Gas Detectors/Sensors**:

1.1 IR based integrated (sensor cum transmitter) point type Gas Detectors for measurement, signal transmission.

1.2 Location of the gas detectors to be installed in the facility:

1.2.1 To cover entire process area.
1.2.2 To cover fired vessel and non-fired vessels area.
1.2.3 To cover storage and Gas Compressor area.

2.0 **Control System & System Description**:

2.1 Control system of the Gas Detection shall be SIL-2 certified; configuration shall be based on programmable system design to meet above compliance.

2.2 The control system shall be stand-alone, based on fail safe philosophy having necessary hardware & software with graphics based MMI interface for installation in the operator's room/control room. It shall be able to operate independently, and its operation shall not be affected by failure of any other instrumentation system. The proposed system shall be designed and engineered as one integrated control and safeguarding system with respect to operator presentation.

2.3 The system shall generate alarm as soon as the LEL level in the field crosses the set level in either one sensor or more sensors. In alarm condition there shall be an Audio-Visual Alarm in the operator's room/control room to alert the operator about the gas leakage. The GDS shall be microprocessor based configurable and expandable.

2.4 Control system shall have the feature to measure the field signal below 4mA DC or above 20mA DC for configuration of the gas detectors at various operating statues (Normal, Fault condition and Gas Detected condition etc.) and should have all diagnostic /Maintenance information/Calibration via HART.

2.5 Detectors in a particular zone in the field installation may be arranged group wise as per the IO list and in such case system engineering should be made in such a way that inputs are terminated in the different input cards in order to enhance the system reliability.

2.6 Control system shall have the capability to display process as well as system alarms on the HMI/ Display for operator's attention and action. Alarms shall appear immediately on the HMI/ Display as and when they occur on priority basis. It shall also be possible to display summary of all Alarms in the sequence of their occurrence and shall disappear from display only when they are acknowledged and cleared.

2.7 Historization of the alarm/error/system fault/module change etc. conditions shall be maintained in the data base of the system for at least 4000 (All together) entries with features of :

2.7.1 Date and time of occurrence
2.7.2 Point identification (i.e. Tag number) & description
2.7.3 Type of alarm

2.8 The supplier shall supply necessary software, in this regard for event sequencing and logging.

2.9 All networking components shall be of Industrial grade.

2.10 The control system shall have well laid down procedure for on-line maintenance and faulty module replacement.

2.11 The control system shall have features for interfacing with OIL's third party system (SCADA RTU / PLC) through `MODBUS' protocol [RS-485].

3.0 **Accessories**:

3.1 Point type Gas detectors shall have integrated sensor and transmitter unit powered through 24 VDC supply.

3.2 Gas detector housing material shall be of SS 316.

3.3 The gas detectors shall be minimum SIL-2 certified.

3.4 Monitoring of status of Main AC as well as DC power supply units (Both Analog and Digital) shall be configured in the PLC as a minimum requirement.

4.0 **Operating Environment for the Monitoring and Control System**:

4.1 Gas Detection System will be located in operator's room/control room located in safe area. Normal operating condition will be 5 to 50 deg. C and 90 ±10% RH.

5.0 **All electronic/electrical instruments and equipment to be used in hazardous area shall fulfil the following**:

5.1 Item shall be of a type and specification conforming to the relevant standards as specified in the Regulation 107(2) of Oil Mines Regulation-2017 and complying the provisions therein.

5.2 Bidder shall provide documents specifying the type, details of specification, reference of the particular standard, test criteria as per the standards and status of testing, place of testing, copies of test reports from Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body which is not a part of manufacture's facilities along with their offer against this tender.

5.3 In this regard, Bidder may refer OMR-2017, Notification dated 18th October 2017, published in the Gazette of India, under Ministry of Labour and Employment, Directorate General of Mines Safety, published on 2nd November 2017.

6.0 **Cabling Philosophy**:

6.1 Signal /multi core cables for gas detectors shall be armoured and stranded copper conductor of minimum 1.5 Sq.mm or higher according to power loading calculations.

6.2 Power cables shall be armoured. It will be of stranded copper conductor of minimum 1.5 sq.mm or higher according to power loading calculations.

6.3 Control cables for flame-proof external hooter shall be armoured cables. It will be of stranded copper conductor of minimum 1.5 Sq.mm or higher according to power loading calculations.

6.4 There shall not be any cable joints for signal, alarm and control cables.

6.5 All the above ground cables shall be laid in galvanized metallic cable trays. Underground cables shall be laid with proper back filling.

6.6 Entry of the cables to the operator's room/control room terminating in the control panel should be neat and exposed portion should be routed through cable tray mounted on wall.

7.0 **Junction Box**:

7.1 Junction boxes shall be flameproof and weather-proof to IP65 (minimum). Relevant certificate has to be furnished by the bidder alongwith their offer.

7.2 The junction boxes shall be provided with sufficient number of terminals to terminate all the pairs of multi-cable (including spare pairs) and shields of individual pairs as applicable.

7.3 Junction boxes shall have separate external terminal for accommodating Earthing wires up to 10sqmm.

7.4 Unused cable gland entries should be properly sealed with suitable SS blind plugs as per safety standards for Hazardous area applications.

8.0 Cable Glands:

8.1 All cable glands shall be double compression type, nickel-plated and weather proof and flameproof suitable for installation in an area classification of IEC Zone I Gas Group IIC. The cable glands shall be provided with PVC hood. Cable glands shall be suitable for cable dimensions with +/- 2mm tolerance. The plugs and adaptors shall also be weather proof and flameproof suitable for installation in an area classification of IEC Zone I Gas Group IIC.

9.0 Audio-Visual Alarm:

9.1 Acoustic and visual alarms shall be automatically activated from Gas detection control unit located in operator/control room. For this purpose, one non-flameproof hooter along with flasher will be supplied which shall be installed at the control panel inside the operator's room/control room. One Industrial grade electric external hooter along with flasher will also be supplied and installed in the safe area outside of operator's room/control room within each of the Oil Field installations for this purpose.

9.2 On receipt of signal from detectors the tone used for gas alarm horns shall be clearly audible over a range covering the entire facility.

10.0 **Portable Calibrator**:

10.1 One set of portable purge calibrator for Hydrocarbon Detector consisting of a volume bottle containing a known gas / air mixture, a pressure regulator, a flexible hose and adaptor cap (to fit the sensing head) shall be supplied to enable calibration of the sensors in the Oil Field Installation without dismantling them. Material of constructions will be of SS316 as a minimum. Bidder shall ensure necessary and sufficient supply of gases for calibration of all sensing heads.

11.0 The Bidder shall be responsible for all types of Civil, Mechanical, Electrical, & Instrumentation works for installation, commissioning, testing and calibration of the entire gas detection system covering the facility including all labour and miscellaneous expenses.

12.0 Interfacing with the existing RTU/ PLC:

In general, Controller shall provide data via MODBUS protocol [RS 485]. The bidder needs to populate the data in a third party modbus software like MODSCAN during commissioning.

13.0 Earthing System:

13.1 Installation & commissioning of the necessary Earthing system for control panel and other instruments shall be under scope of bidder. The vendor shall supply readymade maintenance free CPRI approved chemical Earthing system with 50 mm dia 3.00 Metres length corrosion free G.I. pipe Electrode andconforming to relevant Indian Standards alongwith brick earth chamber and earth pit cover. Bidder to specify technical specifications and make in his offer and quote accordingly.

14.0 Installation & Commissioning:

14.1 Installation and commissioning as well as testing of all the supplied Infrared (IR) On-Line Gas Detection System shall have to be carried out by the successful bidder's competent personnel at 15 nos. Oil Field Installation within 100 KM from Duliajan, Assam (India). One set of portable purge calibrator for Hydrocarbon Detector consisting of a volume bottle containing a known gas/air mixture, a pressure regulator, a flexible hose and adaptor cap *(to fit the sensing head)* shall be brought by the successful bidder/supplier for

calibration of the sensors in each of the OIL Field installations without dismantling them. Material of construction shall be of SS316 as a minimum. Successful bidder/supplier shall ensure necessary and sufficient supply of gases for calibration of all sensing heads in all of the OIL Field Installations.

14.2 During commissioning all required accessories and spares are to be supplied by the Successful bidder/supplier for each OIL Field Installation.

14.3 Successful bidder/supplier has to erect all the hardware i.e. Sensors, cable laying, fixing of cable trays, cable termination, fixing of control system along with power supply and hooter etc. and also fabrications, and civil jobs, if any.

14.4 The successful bidder should design and submit the complete cable schedule for OIL's approval prior to execution of the job.

14.5 Cable laying job for underground cables includes cutting trench, burying cables, laying of cables with good quality brick and sand, covering the trench, marking with cable marker.

14.6 Cable laying job for over ground/overhead, as required, cables, grouting of supports (to support cable tray) with chips, sand & cement etc. mounting of cable tray with nuts and bolts, laying the cable on the tray, dressing the cable with aluminium strips.

14.7 All the Gas detectors along with control system in each of the OIL Field Installation is to be calibrated on site and alarm level to be checked before putting into operation.

14.8 The system in each installation will be considered Successfully Commissioned only after successful continuous operation of the system individually for each installation in full capacity and capability without any part operation and functioning of the system for continuous 72 hours. If any breakdown or malfunctioning of the system in any form is observe during the above observation period, the starting time of observation will be reset to zero. In case the system could not function continuously due to OIL's operational problem, the starting time of observation will not be reset to zero, however, the system shall be made operational and put it under observation by the supplier to complete 72 hours once OIL'soperational problem is resolved.

14.9 <u>NOTES FOR INSTALLATION & COMMISSIONING</u>:

14.9.1 Bidder shall include the Installation and Commissioning charges in their quoted price.

14.9.2 All charges including to and fro fares, boarding/lodging, local transport at Duliajan, Assam, and other expenses of the Supplier's personnel during their stay at Duliajan shall be under the Supplier's scope. In this regard, bidders may make a prior visit to OIL Field Installation at their own cost.

14.9.3 No hot work (including all types of welding, cutting, grinding, drilling and heating) shall be permitted within the OIL Field Installations. The successful bidder has to make its own arrangements for handling and transportation of all the material/tools/manpower to and fro the site before and after completion of the work at site, as required.

14.9.4 Pipe stanchions need to be provided by the bidder of suitable size.

14.9.5 The successful bidder shall carry out Work normally during day light hours & irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours with prior permission from Installation Managers/user department/CISF.

14.9.6 The successful bidder must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his workers/personnel to enable them to work inside the installations.

14.9.7 <u>NUISANCE</u>: The successful bidder or his representative shall not at any time cause any nuisance on the site or do anything which shall cause un-necessary disturbance in the installation. OIL reserves the right to reject any one or all the personnel deployed by the successful bidder on the basis of their performance, conduct

and discipline. If any replacement is sought by Engineer-in-Charge, the same shall have to be arranged by the successful bidder within 24 Hours or as per instruction of Engineer-in-Charge. In case of any dispute the decision of Engineer-in-Charge shall be final and binding.

14.9.8 CARE OF WORKS: From the commencement to completion of work, the successful bidder shall take full responsibility for the care of OIL's property, all equipment and pipelines including all temporary works and in case any damage, loss or injury shall happen to OIL's property/equipment/work/person or to a part thereof due to negligence of the successful bidder, the same shall be rectified/compensated by the successful bidder without any extra claim.

14.9.9 SAFETY PRACTICES:

14.9.9.1 The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.

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

14.9.9.3 Any compensation arising out of the job carried out by the successful bidder whether related topollution, Safety or Health will be paid by the successful bidder only.

14.9.9.4 Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.

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

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

14.9.9.7 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 successful bidder to cease work until the non-compliance is corrected.

14.9.9.8 All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.

14.9.9.9 CLEARANCE OF SITE: As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.

14.9.9.10 The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.

14.9.9.11 The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before

starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.

15.0 Site Acceptance Test (SAT):

15.1 OIL shall provisionally takeover the system i.e. after satisfactory completion of functional performance test. System acceptance test shall commence only after the satisfactory performance of loop checking of all the gas detectors in each of the OIL Field Installation and verification of records by OIL engineer at site or other competent personnel.

15.2 Following functional tests shall be part of system acceptance test as a minimum:

15.2.1 Hardware verification as per final bill of material.

15.2.2 Visual and mechanical check-up for proper workmanship, identification, ferruling, nameplates etc.

15.2.3 System configuration as per approved diagram. Complete set of manual with all operational procedures, ferruling documentation, hooter details and other wirings should be handed over to OIL after commissioning.

15.2.4 Demonstration of all system diagnostics.

15.2.5 Checking of proper functioning of all drives, alarm summary etc.

15.2.6 Complete drawing of the gas detectors installed in the facility to be displayed in the operator's room/control room with proper tagging/ marking as applicable.

15.3 Only after successful completion of SAT, the complete system shall be put under observation for 72 continuous hours for each of OIL Field Installation. During this period, any malfunctioning of the system components shall be replaced/repaired as required free of cost (under bidder's scope). Once the system failure is detected, the acceptance test shall start all over again from the beginning. On successful completion of 72 hours of continuous operation, the Gas Detection system for that installation shall be accepted by OIL.

16.0 Training:

16.1 Successful Bidder shall impart training to OIL's site personnel for routine operation & preventive maintenance of the Gas Detection system. The training shall be imparted at each of OIL Field Installations for minimum 1 (one) day immediately after successful acceptance of the complete system at that particular installation.

16.2 Training on the operation of the entire systems as per functional requirement including start up and shut down of the system.

16.2.1 Maintenance training on the hardware & software being supplied.

16.2.2 The different hardware components to be supplied by the bidder.

16.2.3 Calibration and maintenance aspect of the field sensors.

16.3 Cost towards such training/demonstration is inclusive in the installation/commissioning charges.

17.0 SPECIAL NOTES:

17.1 The supplier must provide all relevant technical catalogues, statutory certificates etc. along with their bid for on line Gas Detection System of their offered model No. for technical evaluation.

17.2 The supplier shall submit necessary documents along with the offer for all electronic/electrical instruments and equipment used in zone "1" or zone "2" hazardous area as per the Regulation 107(2) of OMR 2017 as mentioned in point 5 above.

17.3 Layout diagram of the installation will be provided to the successful bidder/supplier nearer the time.

17.4 Successful bidder has to take approvals of the following from OIL:

i. Control System cabinet Wiring Details
ii. Sensors locations & installation plan
iii. Loop diagram & loop details
iv. Cable schedule and datasheet
v. Project Implementation Schedule

17.5 Two sets of Operation & Maintenance manual (for each OIL Field installation) in printed form for Infrared (IR) On-Line Gas Detection System to be provided during commissioning of the system. The maintenance manual shall include Control System cabinet Wiring Details, Loop diagram & loop details, Cable schedules etc.

17.6 Test and calibration certificates for each detector/ sensor have to be provided along with the supply.

17.7 OIL reserves the right to inspect, test and if necessary reject any part/parts after delivery at site (including incomplete manuals, catalogues, etc.). In case of any fault on the part of the supplier he has to replace/repair at his own cost.

17.8 Deviations from NIT specifications, if any, should be highlighted in the quotation.

17.9 It will be solely supplier's responsibility (as already undertaken in supplier's offer) to ensure availability of requisite spares and consumables (including bought out items) for a minimum period of 10 (ten) years from the Certified date of completion / successful field commissioning of the unit. Bidder need to confirm that during bid submission.

17.10 Supply of all necessary accessories & fittings like-pipe, cable tray, Junction Box, Cable gland cable tie, nut bolt, screw, clamp, etc. required to complete the installation and commission the GDS is under the scope of bidders and should be included in their quoted price.

18.0 <u>Warranty</u>:

18.1 The Online Gas Detection system shall be Guaranteed/warranted, which must be valid for 12 (Twelve) months from the date of successful commissioning.

18.2 Point Type Infrared Gas Detector shall be Guaranteed/warranted for 5 (Five) years from the date of successful commissioning.

18.3 To keep the system fully operational, in case of failure of any item during the warranty period, it shall be the successful bidder/supplier's responsibility to arrange replacement/repairing at site at their cost including customs, freight, etc. within a period of maximum 3 (three) weeks from the date of intimation of such failure. However, if party do not attend the fault, repair/replace the faulty system within stipulated period, warranty of the entire system of that particular installation will be restart from the date of making the system operational.

18.4 During warranty, if required, Party shall have to calibrate the detector(s) at their own arrangement.

19.0 <u>Delivery</u>:

19.1 The successful bidder/supplier shall pack and deliver all equipment/items and accessories in separate lots for each of OIL Field Installation. These packed lots shall be clearly marked for site wise deployment forease

of identification and subsequent logistic transportation at the time of installation and commissioning.

The equipment/items and accessories shall be packed in robust cartoons so as to avoid damage in transit and for safe storage before/during installation and commissioning.

19.2 Time frame for project completion is to be scheduled in two parts. The first part is for supply of items and second part is for Installation & Commissioning. The first part supply of items has to be completed within 180 days from issue of Purchase Order (PO) and the second part Installation and Commissioning has to be completed within 60 days from issue of site clearance by OIL. OIL shall provide site clearance within 30 days from the date of successful delivery of the items. The Bidder needs to provide a tentative project schedule along with bid. Successful bidder required to submit their project execution plan *(Details of each tasks pertaining to parts procurement, assembly, testing and function test at works, delivery and shipment schedule)* immediately after awarding of PO. This should also include submission of drawings/design calculations for OIL's approval and deputation of engineer/technicians for installation, commissioning, testing and final acceptance test at site including training.

19.3 The supplied materials including electronic/instruments/cables are required to be stored properly until installation, commissioning, testing and final acceptance of the complete packages. OIL shall provide free space to the bidder for arranging proper storage facilities. For any Damage/pilferage due to poor storage, OIL shall not be responsible for the same.

20.0 <u>GENERAL NOTES</u>:

20.1 It is to be clearly understood that the successful bidder shall be responsible to complete the entire work in all respect and any other work necessary to achieve the object and completion though not specifically covered under the scope of work, shall be carried out by the successful bidder. **Bidders are requested to visit the sites prior to submission of their bid so that the exact requirements for items such as Cables, Cable Tray, Junction Box, Cable Gland etc. of the tender could be ascertained and quote accordingly. Tentative requirement is provided in the Annexure – II (Bill of Materials).**

20.2 The successful bidder shall arrange all the materials labour, tools and tackles etc. required for successful execution of work. OIL shall provide no materials/tools/equipments.

20.3 The successful bidder shall arrange for accommodation/transportation of himself and his supervisor/ labourers at his risk and cost. OIL shall not provide any accommodation / transportation whatsoever to the party or his staff.

20.4 The successful bidder shall employ such workers who are above 18 years of age. They shall be medically fit and fully competent to perform the work.

20.5 OIL shall provide water and electricity (230 VAC) required for work. However, necessary arrangement to take electricity and water is under the scope of the successful bidder's.

20.6 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the successful bidder shall carryout the necessary rectification at his own cost.

20.7 The successful bidder shall provide PPE (personal protective equipments, like safety helmets, safety gloves, safety shoes, safety goggles etc.) for each person working for the execution of the work, at its own cost. No person will be allowed to work without PPEs.

21.0 **<u>TECHNICAL SPECIFICATIONS</u>**:

21.1 <u>Point Type Infrared Gas Detector</u>:

i. Sensor type: Infrared (IR) type sensor
ii. Principle of operation: Two IR lamps Producing Two Separate IR Beam. Temperature compensationshall be in-built.

iii. Function: Shall be able to detect hydrocarbon gases in the range of 0-100% LEL
iv. Calibration: Factory calibration at Methane or Propane
v. Range: 0 to 100% LEL
vi. Construction: Flameproof, 316SS body with dust/weather protection for outdoor installation.
vii. Optical performance: Correct operation up to 75% obscuration, the same shall be configurable with facility for dirty optics warning. Heated optics to avoid condensation. There must be provision of Cleaning and Maintaining sensor window by a cleaning cloth/material.
viii. Input Power: 24V DC nominal (18-30V DC)
ix. Output: 4-20 mA DC with HART
x. Overall Accuracy: +/- 3% of LEL or better
xi. Repeatability: +/- 2% FSD
xii. Zero drift: Typically, 2 % FSD per year
xiii. Response time: 90% of gas reading in less than 8 seconds (with filter/protection guards)
xiv. Self-Check: Continuous self-check for immediate detection of internal failures
xv. Operating temperature: 5 Deg C To 50Deg C
xvi. Humidity: 0 to 95% RH
xvii. Cable entry: NPT (F)
xviii. Area classification: Class-I, Div-I, Gr. C & D (Zone-1, Gr. IIA/B)
xix. Enclosure classification: Explosion Proof (EExD) conforming to hazardous area classification to Class-I, Div-I, Gr. - C & D (Zone-1, Gr. IIA/IIB) and IP66
xx. Temperature Class will be T4.
xxi. Hazardous Area Approval: Required.
xxii. Safety Integrity Level: SIL-2 (TUV / EXIDA / Accredited international agency) certified
xxiii. Accessories required: Mounting kits, Canopy, Tag Plates, Rain & Dust protection cover, Splash guard, Ex Proof & Weather proof double compression cable glands etc. as required.
xxiv. Configuration: Non-Intrusive Configuration Required
xxv. Warranty: 5 years

21.2 Hooter:

i. Type: Industrial grade Electric Hooter.
ii. Area Classification: Safe area at outside of operator's room/control room.
iii. Protection Degree: IP 54 or better
iv. Supply Voltage: 230 V AC /24VDC
v. Power Consumption: 10 W
vi. Sound Power: Minimum 100 dBA at 1 metre (Multi tone Selectable)
vii. Body Material: Aluminium
viii. Electrical Connection: ½ inch NPTF
ix. Mounting: As per requirement mounting accessories to be provided.
x. Others: Unit to be supplied with field mounted reset push button
xi. Audibility: Loud enough to cover the entire range of the facility in all direction.

21.3 Flasher:

i. Area Classification: Safe area
ii. Protection Degree: IP 54 or better
iii. Supply Voltage: 230 V AC /24 VDC
iv. Power Consumption: 2 W
v. Body Material: Aluminium
vi. Electrical Connection: ½ inch NPTF
vii. Mounting: As per requirement mounting accessories to be provided.
viii. Others: Unit to be supplied with field mounted reset push button for outdoor application

21.4 Cable, Cable tray and Cable Gland:

A. Armoured Signal Cable:

i. CONDUCTOR:

Material: Tinned copper
Cross-sectional area of each core: 1.5 mm2
No. of strands in each core: 7 (seven)
Diameter of each strand: 0.5 mm
Core colour: Black
Core identification: White numbering on each core with 50 mm gap between two numbers

ii. INSULATION:

Material: Flame retardant PVC
Thickness: 0.64 mm (Nominal)
Continuous temperature rating: 85 Degree C
Voltage grade: 500 V
Insulation resistance (Min) :10 Mega Ohms/Km at 20 Degree C

iii. ARMOURING:

Material: Galvanized steel
Magnetic/Non Magnetic: Magnetic
Round wire/ Flat strip: Round wire

iv. SHIELDING:

Material: Mylar backed Aluminium foil
Thickness: 0.0635 mm (63 Micron)
Drain wire (for shield Continuity): Required
Material of Drain wire: Tinned copper
Shielding of individual cores: required
Overall shielding: Aluminium Mylar screen

v. OUTER SHEATH:

Material: Flame retardant PVC
Thickness (Min.): 1.40 mm
Colour: Black

vi. SIZE:

Outer diameter: Not more than 18 mm

B. Armoured Power cable:

i. CONDUCTOR:

Material: Tinned copper
Cross-sectional area of each core: 1.5 mm2
No. of strands in each core: 7 (seven)
Diameter of each strand: 0.5 mm
Core colour: Black
Core identification: White numbering on each core with 50 mm gap between two numbers

ii. INSULATION:

Material: Flame retardant PVC

Thickness: 0.64 mm (Nominal)
Continuous temperature rating: 85 Degree C
Voltage grade: 1100 V
Insulation resistance (Min): 10 Mega Ohms/Km at 20 Degree C

iii. ARMOURING:

Material: Galvanized steel
Magnetic/Non Magnetic: Magnetic
Round wire/ Flat strip: Round wire

iv. SHIELDING:

Material: Mylar backed Aluminium foil
Thickness: 0.0635 mm (63 Micron)
Drain wire (for shield Continuity): Required
Material of Drain wire: Tinned copper
Shielding of individual cores: Not required
Overall shielding: Aluminium Mylar screen

v. OUTER SHEATH:

Material: Flame retardant PVC
Thickness (Min.): 1.40 mm
Colour: Black

vi. SIZE:
Outer diameter: Not more than 28 mm

C. Cable tray:
i. Type: Perforated, hot dip galvanized
ii. Size: As required,16 SWG
iii. Shape of perforation/ hole: Oval shape
iv. Gap between two consecutive/ adjacent holes: 8mm (length wise)
20mm (breadth wise)
v. Accessories: Coupling plates, nuts, bolts and washers

D. Cable Gland:
i. Specifications: Flame proof, Brass Ni plated, double compression type with lock nut & PVC shrouds of same size
ii. Size: As required
iii. Type: NPT

21.5 Junction Box:

i. Material of JB: Cast Aluminum Alloy (LM6)
ii. Mounting: Outdoor, Hazardous area
iii. Enclosure: Industrial, Explosion proof and Weather Proof to IP 66 or better
iv. Ambient Temperature: 0 to 60 Degree C
v. Colour: Light grey, Epoxy coated
vi. Terminals: Spring loaded. Vibration proof. Clip on type

vii. Construction: Junction box shall have doors which shall be of hinged type and these shall be fixed with SS or cadmium plated countersunk screws
viii. Terminals size: Minimum 2.5 sq.mm
ix. Terminal Numbering: Required, suitable for 2.5 sq.mm conductor; Terminal details to be displayed inside the junction box.
x. Cable Entry: Bottom & side, Main cable :1 1/2" NPT(F) or as per requirement & branch cable entry: 12 nos. ¾ " NPT(F) or as per requirement
xi. Mounting Accessories: Required
xii. Tag Plate: Required
xiii. Plugging of entry ports: Blind plugs shall be provided to block all idle entries. The entry points shall be plugged by PVC caps during transportation.

21.6 Control System: The Control system should consist of the following (to be installed in operators' Room /control room which is located in non-hazardous area):

A. Controller:
i. Type: Programmable Electronics System suitable for gas detection
ii. Memory: Log File Memory for diagnostics purposes with back-up battery
iii. SIL 2 Approval (TUV / EXIDA / Accredited international agency) required.
iv. Input Power supply: 230 V AC/ 24VD C
v. Inputs:
Analog inputs: As per site requirement
Digital Inputs: As per site requirement
vi. Outputs:
Digital Outputs: As per site requirement
vii. Controller should have provision of expandable I/O
viii. I/O port: Modbus over TCP/IP and RS 485
ix. Diagnostics: Continuous on line
x. HMI/ DISPLAY: Minimum 10 inch (Touch Screen) to be mounting in the panel.
xi. EMI/ RFI: No Interference
xii. Earthing: Required for the entire control panel as per standard.
xiii. Terminal Details: All wiring details inside the panel should be ferruled, numbered and details documentation should be submitted to OIL.
xiv. Also, hardware details such as processor architecture, programming and all electronic modules should be submitted to OIL in a hard bound document.
xv. Operating Temperature: 5 Deg C to 50 Deg C

B. Control Panel:

i. Mounting Control Cabinet with reset button to be House in 19" inch rack with controller and I/O cards based on manufacturer standard.
ii. Type of sheet: CRCA Sheet
iii. Type: Fully Powder Coated (RAL 7035 (Colour))
iv. Input Power supply: 230 V AC Supply through MCB/ ELCB of proper rating.
v. Power ON, OFF and Reset button to House in the panel.
vi. Power Supply Unit : 1 No(24VDC)
Power Supply Unit should be capable of providing power supply to all channel cards, sensors and alarm hooter.
vii. Channel Cards: As per site requirement and must have provision for future expansion.
viii. Alarm: Alarm output for non-flame proof Hooter with Flasher (for visual indication of alarm) to be provided in the Control panel as common alarm for all the gas detectors mounted at field.
ix. Input Signal : 4-20 mA loop current @ 24 V DC
x. Display : 10 inch touch screen display as indicated in A above.
xi. Relay Contact Rating: Solid state relay contact rating; 5 A @ 24 V DC
xii. Alarm Reset: External Alarm Reset Push Button to be available when alarm relays are programmed for latching. Alarm Relays will be reset but alarm status LEDs should track actual condition

xiii. Terminal Block: Modular Terminal Block that allows disassembly without removal of individual wires.

21.7 UPS:

i. On-line UPS (Uninterrupted Power Supply) with 60 minutes backup and suitable for generator power: 230 V AC ±10%, 50Hz±5Hz.
ii. Battery: Maintenance free.

22.0 Annual Maintenance Contract (AMC):

22.1 OIL reserves the right to enter into an Annual Maintenance Contract *(Non-comprehensive)* for three (3) years for all On-Line Gas Detection System supplied, installed & commissioned against this tender. Accordingly, bidder shall quote the AMC charges year wise separately as per provision provided in GeM portal.

22.2 Annual Maintenance will start after successful completion of warranty period.

22.3 Two nos. of Preventive maintenance (PM) should be carried out in a year (half yearly) by the supplier. During PM, supplier shall carryout calibration of all the sensors and submits the calibration certificate alongwith PM report to OIL. For carrying out calibration job, successful bidder must have calibration kit with minimum following items available at site –

i. Pressure Regulator
ii. Calibration Adapter
iii. Hose, Flow meter
iv. Carrying case
v. Methane Cylinder
vi. Zero Gas Cylinder
vii. One hand held portable intrinsically safe calibrator/ equivalent calibration device as mentioned below for onsite calibration of sensors. This calibrator should be certified by an accreditation body of National/International repute. (Sensor Calibration: Should have onsite facility for Adjustment of Zero & Span using Non-Intrusive one man calibration by correcting the instrument on spot without disconnecting it from its power supply by using any portable hand held intrinsically safe calibrator/configurator like HART375 etc./equivalent calibrating device or accessory supporting specific protocol/technology without violating hazardous area certification. The bidder will have to describe as a write-up the detail calibration procedure with sketch for a particular detector using theirquoted calibration device along with the bid documents for our scrutiny & approval.)

22.4 Successful bidder shall carry out breakdown maintenance as and when required basis as intimated by OIL on free of cost basis.

22.5 In case successful bidder could not rectify breakdown fault within 72 hours of reporting, 1% of AMC charge shall be deducted per day basis.

22.6 Successful bidder shall bear the expenses for transportation, boarding, lodging, medical etc. for their personnel.

22.7 Successful bidder to provide necessary PPE for their personnel.

22.8 Successful bidder shall provide necessary tool, test equipment etc. for carrying out both preventive and breakdown maintenance of the system.

22.9 Master Instrument used for calibration should have certification from an accreditation body of National/International repute.

22.10 For Annual Maintenance support, OIL will liaise only with a single point of contact of the bidder. The bidder has to mention the contact address, phone number of the contact person who will be responsible for Annual Maintenance support.

22.11 Maintenance charges shall be payable half yearly after successful completion of the Maintenance services for that period and against receipt of bill from the supplier. Any penalty amount levied on the bidder will be adjusted from that period of Maintenance charge.

22.12 Charges for the Annual Maintenance Contract, after completion of the initial warranty period, up to 3 (three) years with year wise break up, must be quoted separately as per provision available in GeM portal, which shall be considered for evaluation of offers.

22.13 While quoting Annual Maintenance Charges, bidder should also take into account all charges including to and fro fares, boarding/lodging, local transport at Duliajan, Assam and other expenses of supplier's personnel during their stay at Duliajan. OIL may provide accommodation on chargeable basis subject to availability.

22.14 For the AMC contract, OIL's **General Conditions of Contracts** shall be applicable. Bidder to comply with the same while submitting their bid.

23.0 FACTORY ACCEPTANCE TEST(FAT):

(a) OIL reserves the right to involve and satisfy itself at each and every stage of testing.

(b) Before the system is delivered to the site, satisfactory performance of the entire system shall be demonstrated. OIL shall depute minimum two persons for witnessing the FAT. The system shall simulate the final onsite configuration as closely as possible.

(c) The successful bidder shall intimate OIL at least 30 days prior to FAT for deputing OIL's personnel, cost of travel, accommodation and other expenses of OIL's inspection team will be borne by OIL

(d) Detailed test schedules, including at least the tests listed below, shall be submitted for the Company's approval one month before the testing. The Bidder shall have a technician and test equipment available full time during testing.

(e) The following minimum activities shall be part of the Factory Acceptance Test in addition to any tests recommended by the bidder:

- Checking of Graphics and customization as per our requirement.
- Checking of all datasheets and certificates.
- Typical configuration of the system.
- Panel wiring

24.0<u>BILL OF MATERIALS (BOM)</u>:

24.1 Tentative BOM is enclosed as **ANNEXURE – II.** However, any additional requirement, if found necessary to make the system functional and fulfil its purpose, bidder has to supply the same without any extra cost to OIL. **Bidders are requested to visit the sites prior to submission of their bid so that the exact requirement is ascertained.**

ANNEXURE - II

BILL OF MATERIALS FOR ONLINE GAS MONITORING SYSTEM AT 15 LOCATIONS

LOCATION: GCS-1			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	21
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-6			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	20
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-8			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	24
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Joypur			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	21
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Shalmari			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	28
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	210
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	600
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Moran			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	36
2	Field Junction Box with terminals	Nos	4
3	8 Triad Cable- 1.5 sqmm	Mtrs	300
4	JB stand	Nos	4
5	1 triad- 1.5 sqmm	Mtrs	700
6	Cable Tray 50 mm	Mtrs	400
7	Cable Tray 100 mm	Mtrs	150
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-4			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	21
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500

6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Ushapur			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	20
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Kathalguri			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	18
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Nagajan			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	16
2	Field Junction Box with terminals	Nos	2
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	2
5	1 triad- 1.5 sqmm	Mtrs	300
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Kothaloni			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	30
2	Field Junction Box with terminals	Nos	4
3	8 Triad Cable- 1.5 sqmm	Mtrs	210
4	JB stand	Nos	4
5	1 triad- 1.5 sqmm	Mtrs	600
6	Cable Tray 50 mm	Mtrs	350
7	Cable Tray 100 mm	Mtrs	140
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: GCS-Jorajan			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	27
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	140
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: FGGS- Deohal			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	17
2	Field Junction Box with terminals	Nos	2
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	2
5	1 triad- 1.5 sqmm	Mtrs	400
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: FGGS- Kathalguri			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	15
2	Field Junction Box with terminals	Nos	2
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	2

5	1 triad- 1.5 sqmm	Mtrs	300
6	Cable Tray 50 mm	Mtrs	200
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

LOCATION: FGGS- Kushijan			
Sl no.	**Description**	**UOM**	**QTY**
1	HC Gas Detector	Nos	20
2	Field Junction Box with terminals	Nos	3
3	8 Triad Cable- 1.5 sqmm	Mtrs	140
4	JB stand	Nos	3
5	1 triad- 1.5 sqmm	Mtrs	500
6	Cable Tray 50 mm	Mtrs	300
7	Cable Tray 100 mm	Mtrs	100
8	Field Hooter & flasher	No	1
9	Control Panel	No	1
10	Installation & Commissioning	Lumpsum	1

Note: The above BOM is the minimum tentative quantity. Any additional item, if required to complete the project to the full satisfaction of OIL will be in the scope of the supplier.

ANNEXURE – III

BID EVALUATION CRITERIA (BEC)

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

BID REJECTION CRITERIA (BRC):

(A.1) BRC-TECHNICAL:

1.0 BIDDERS' QUALIFYING CRITERIA

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) of the offered gas detector.

OR

1.2 The bidder shall be authorized agent/dealer/distributor/supply house of an OEM of the offered gas detector.

Note:

a) Bidder(s) other than OEM of the offered gas detector must submit a valid Authorization letter and back-upwarranty from the manufacturer as per format enclosed herein vide **PROFORMA – A1**.The Authorization and back-up warranty letter duly sealed & signed by the Manufacturer on their official letterhead must be submitted along with the technical bid.

b) The Sole Selling Agent/Dealer/Distributor/Supply House shall categorically confirm in their technical bid that there will be no change of the proposed OEM of the offered gas detector after submission of the bid.

2.0 BIDDERS' EXPERIENCE:

2.1 IN CASE THE BIDDER IS A MANUFACTURER (OEM) OF THE GAS DETECTOR:

2.1.1 OEM PROPOSING FOR SUPPLY AND SERVICES BY THEMSELVES:

The OEM must have experience of successfully executing *(either by themselves or through any Sole Selling Agent/Dealer/ Distributor/ Supply House)* at least One (1) order for **supply, installation & commissioning** of On-line Gas Detection System of value not less than INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along with the Technical Bid as per Para 2.3.

2.1.2 OEM PROPOSING FOR SUPPLY BY THEMSELVES AND SERVICES BY THEIR AUTHORIZED SERVICE PROVIDER/ DISTRIBUTOR/SOLE SELLING AGENT/SUPPLY HOUSE:

A) The OEM must have the experience of successfully executing *(either by themselves or through any Sole Selling Agent/Dealer/ Distributor/Supply House)* at least One (1) order for **supply** of On-line Gas Detection System of value not less than INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along with the Technical Bid as per Para 2.3.

B) The OEM authorized service provider/distributor/sole selling agent/supply house must have the experience of successfully executing at least One (1) order for **installation & commissioning** of On-line Gas Detection System of supply order value not less than INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along

with the Technical Bid as per Para 2.3.

2.2 IN CASE THE BIDDER IS A SOLE SELLING AGENT/DEALER/DISTRIBUTOR/SUPPLY HOUSE OF THE OEM OF THE GAS DETECTOR, THE FOLLOWING CRITERIA SHALL BE MET BY THE BIDDER AND THE OEM:

i) Their proposed OEM must satisfy Clause No. 2.1.2 (A).

ii) Additionally, the Bidder as a Sole Selling Agent/Dealer/Distributor/Supply House must have experience of successfully executing at least One (1) order for **supply, installation & commissioning** of Online Gas Detection System of value not less than INR 3,49,75,852.32 during last five(5) years preceding to the original Bid Closing Date of the Tender. Documentary evidences in this regard must be submitted along with the Technical Bid as per Para 2.3.

2.3 NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA

2.3.1 The following documentary evidence to substantiate above experience criteria (2.1 and 2.2, as applicable) must be submitted alongwith the technical bid, failing which the bid shall be treated as incomplete and rejected:

(a) Copy of Purchase order(s)/contract(s) awarded by Client(s)

(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -

True copies of Original Signed and sealed Completion report/performance certificate from the clients (on Client's/User's official letter head with signature & stamp) duly notarized by Government Notary.
OR
Copy of Bill of Lading
OR
Copy of Consignee delivery receipts/challans
OR
Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules
OR
Copy of Commercial Invoice/Payment Certificate

2.3.2 The date of purchase order(s)/contract(s) need not be within five (5) years preceding the original bid closing date of the Tender, but execution/ supply of required quantity must be within five (5) years preceding the original bid closing date of this tender.

2.3.3 In case of extension to the scheduled Bid Closing date of this tender, if any, the Original scheduled Bid closing Date shall be considered for evaluation of Bids.

2.3.4 Against all supporting documents submitted by the bidder along with the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.

2.3.5 The Purchase order(s)/contract (s) must bear the Purchase order number(s)/Contract number(s) which clearly indicate the scope of work and technical specifications of the item(s).

2.3.6 The experience of the bidder's Sister Concern/subsidiary shall not be considered for evaluation.

2.3.7 Bidder shall quote for all the items of the tender; otherwise, the offer shall be liable for rejection.

3.0 DELIVERY PERIOD: Delivery of the materials must be completed within the 180 days from the date of issue of Purchase order. The date of receipt of all materials at site shall be considered as the date of delivery. Installation & Commissioning at all the installations must be completed within 60 days from the date of issue of site clearance by OIL.

Bidder to confirm compliance of the above delivery schedule in their technical bid. Bidder quoting delivery period and installation & commission period more that the above shall be liable for rejection.

A.2 FINANCIAL

1.0 The bidder must have annual financial turnover from Operations of minimum INR 3,49,75,852.32 in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

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

Note:

a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical bid:-

(i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in (PROFORMA – B).

OR

(ii) Financial Statements (Audited Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$.

5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted:

(i) Turnover of the parent/ultimate parent/holding company (supporting company) should be in line with Para **A.2 (1.0)** above.

(ii) Net Worth of the parent/ultimate parent/holding company (supporting company) should be positive in line with Para **A.2 (2.0)** above

(iii) Corporate Guarantee **(PROFORMA - C)** on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

(iv) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

PROFORMA – A1

SAMPLE AUTHORIZATION LETTER FROM OEM
(TO BE TYPED ON THE LETTERHEAD OF THE OEM)

Ref. No._____ Date _____

GM (Materials)
Oil India Limited,
Duliajan-786 602

Sub: Authorization Certificate
Ref: Your tender enquiry No._____Dated_____.

Dear Sir,

This is to confirm that M/s_____is the ultimate authorized Dealer/Sole Selling Agent/ Distributor of M/s_____(OEM) and is authorised to sale our products.

We hereby authorize M/s_____to quote and provide onsite warranty and Annual Maintenance support, including replacement of spares, for the above tender, on our behalf.

This certificate is valid up to completion of the contract including AMC period, if any.
We shall extend our standard Manufacturing warranty & technical support for the goods supplied by M/s_____, if contract is awarded.

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)

A3. **BRC - COMMERCIAL:**

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs.** Bidder not complying with above submission procedure will be rejected.

2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.

3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be **minimum 120 days from the date of actual Bid Closing Date**. Bids with lesser validity shall be straightway rejected.

6.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.

7.0 Successful bidder will be required to furnish Performance Security as below:

1st Performance Security @ 5 % of cost for Materials during warranty period to be submitted within 30 days of receipt of LOA/notification of award. The 1st Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

Bidders should also undertake that in the event of AMC contract of 3 years, 2nd Performance Security @ 5% of AMC cost of 3 years to be submitted prior to expiry of 1st PBG. The 2nd Performance Security must be valid for 3(three) months beyond the AMC period indicated in the Purchase Order/contract agreement. The 1st PBG shall be released after receipt of 2nd PBG only.

The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure –V: GENERAL NOTES TO BIDDERS). Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy.

8.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format **(PROFORMA – G)** if submitted in the form of Bank Guarantee (BG). **In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and hard copy of the Bank Guarantee will have to be submitted directly to OIL within the Bid Closing (BC) date and time**, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder. **Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 165 days from the date of original bid closing date of the tender**.

Bid Security may also be paid through online payment mode. **Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender**, failing which the bid may be treated as incomplete and may lead to rejection of the bid without making any reference to the bidder.

The amount of Bid Security (EMD) must be strictly as specified in the tender document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same (Please refer Annexure – V: GENERAL NOTES TO BIDDERS).

9.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure –V: GENERAL NOTES TO BIDDERS)

10.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

i) Liquidated Damages

ii) Warranty/Guarantee of material

iii) Arbitration / Resolution of Dispute

iv) Force Majeure

v) Applicable Laws.

11.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.

b) In case the party refuses to sign Integrity Pact.

c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

12.0 The bidder shall submit an undertaking/declaration as per Proforma N1 confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

13.0 **Purchase Preferences (As quoted by bidder)**:

a) As per Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises, MSE bidders who are manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s) and whose quoted price is

within price band of L1+15%, such MSE shall be considered for award of contract of 100% order quantity by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the order shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

- Procurement Preference Sequencing (L1 + 15% Band)

In case a non-MSE bidder emerges as L1 bidder, price matching by MSE bidder shall be done in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

If any MSE bidder, irrespective of its social category or gender, emerges as L1 bidder, 100% order quantity shall be awarded to them.

Or

b) As per Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India vide notification no. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and P-45021/2/2017-PP (BE-II)-Part (4) Vol II dated 19.07.2024 as amended time to time, Class-I local bidder with local content equal to or more than 50% (or as amended by competent authority from time to time) shall be eligible for purchase preference of 20%. Offer evaluation and award of order shall be based on the provisions of aforesaid policy.

14.0 Document Verification by independent third party inspection agencies (Applicable for tenders above INR 5.0 Crores only):

Oil India Limited (OIL) has engaged 17 (Seventeen) Independent Inspection Agencies to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender (Details already provided in Annexure -V of Tender, Clause 30.0)

14.1 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empaneled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

14.2 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address**: Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : aparajita_gogoi@oilindia.in**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall

result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

14.3 An Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – S) should be submitted alongwith the Technical bid.

****

ANNEXURE-IV

TECHNICAL & COMMERCIAL CHECKLIST

A. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response
1	Whether quoted as manufacturer?	
2	Whether quoted as OEM Dealer/Supply House?	
3	If quoted as OEM Dealer/Supply House -	
	a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
4	Whether agreed to the tender warranty clause of the tender?	
5	Whether submitted EMD/Bid Security / Bid Security Declaration as per tender requirement?	
5.1	EMD/Bid Security (Amount & Validity)	
6	EMD/Bid Security exemption certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)*	
13	Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E(I), E(II) & E(III)** along with the technical bid. Whether uploaded along with the bid?	
14	Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here.	
15	Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per **PROFORMA - H**	
16	Whether indicated 'Local Content' required as per PPP-MII Policy?	
	Local content amount and percentage. Details of locations at which the local value addition is made.	
17	Whether indicated the import content in Price Bid?	
18	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	
19	Name and details of the company to whom the bidder has successfully executed orders / contracts for atleast 50% of the tendered quantity as per Experience criteria clause of BRC-Technical.	

20	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	
21	Name of Manufacturer	
22	Place of Despatch	
23	Name, Address, Phone No & E-mail id of Bidder	
24	Bank details of Bidder	
25	Whether submitted Proforma – J - Format for Exception / Deviation	
26	Whether submitted Proforma – K - Format for Undertaking For Local Content	
27	Whether submitted Proforma – L - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)	
28	Whether submitted Proforma – M - Format for Bidders financial standing	
29	Whether submitted Proforma – N1 Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred Proforma N2 - Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	
30	Whether submitted Proforma – R Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	
31	Whether submitted declaration for Document Verification by independent third party inspection agencies (PROFORMA – S)	

****

ANNEXURE – V- General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) for procurement of Goods

GENERAL CONDITIONS OF CONTRACT (GCC) FOR PROCUREMENT OF GOODS

1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR PROCUREMENT OF GOODS

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC/BRC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC/BRC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

2.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

3.0 The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – VI: Bid Evaluation Matrix (Technical Specification)
Annexure – VII: Bid Evaluation Matrix (Bid Rejection Criteria)

4.0 INTEGRITY PACT

OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - D** 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 technical 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 have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

SHRI RAM PHAL PAWAR, IPS (Retd.),
Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com
ramphal.pawar@ips.gov.in

Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

Dr. Ved Prakash, ITS (Retd.)
Flat No. 902, Plot No. GH-26,
Rainbow Apartments, Sector-43,
Gurgaon-122009
Mob No.9810546996
E-mail: ved60prakash@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

5.0 MICRO AND SMALL ENTERPRISES (MSE)

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 , CG-DL·E-21032025-261838 elated 21.03.2025 issued by Ministry of Micro, Small and Medium Enterprises.

The bidder claiming as MSE status (MSE-General, MSE-SCIST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

Udyam Registration Number with Udyam Registration Certificate.

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

5.1 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

6.0 PREFERENCE TO MAKE IN INDIA (MII)

Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.

7.0 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP):

Steel Policy notified vide Notification No. CG-DL-E-01042025-262208 dated 01.04.2025 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer **ANNEXURE – VIII** to this tender in this regard.

8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(4) The beneficial owner for the purpose of para (3) above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholder's agreements or voting agreements.

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) **Validity of Registration**: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) **Undertaking regarding compliance**: The bidders are required to provide undertakings as per **PROFORMA – E(I), PROFORMA – E(II) & PROFORMA – E(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

9.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

9.1. ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

9.1.1. Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

9.1.2. 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.

9.1.3. The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.5.00 Crore	Not Applicable	Not Applicable
Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

9.1.4. 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.

9.1.5. 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 precede de novo.

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

9.1.7. 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.

9.1.8. Each party shall be responsible to decide for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for planning for travel/ stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

9.1.9. 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.

9.1.10. The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

9.1.11. The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

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

9.1.13. 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.

9.1.14. It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

9.2. ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

9.3. ARBITRATION (APPLICABLE TO MICRO, SMALL AND MEDIUM ENTERPRISE)

In the event of any dispute or difference relating to, arising from or connected with the Purchase Order, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006

10.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):
(Not applicable in cases valuing less than Rs 25 lakhs)

10.1. 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 purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

10.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

10.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

10.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

10.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

10.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

10.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

10.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

10.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

10.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

Solicitation or any attempt to bring influence of any kind on either OEC Members or PURCHASER is completely prohibited in conciliation proceedings and PURCHASER reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the SELLER or its representatives.

11.0 EXCLUSIONS

Parties agree that following matters shall not be referred to conciliation or arbitration or OEC:

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

12.0 TAX COLLECTIBLE AT SOURCE (TCS):

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

13.0 ~~CONCESSIONAL~~ GST

Bidders are requested to quote the actual rate of applicable GST.

~~The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration License (PEL) and Mining Lease (ML) areas and hence concessional **GST @18%** will be applicable as per Govt. Policy in vogue.~~

~~**Note**: *Successful bidder shall arrange to provide all necessary documents (invoice etc.) to OIL for applying Essentiality Certificate on receipt of request from OIL or at least **30 days** prior to their readiness for despatch, whichever is earlier. Further, successful bidder shall affect dispatch only on receipt of relevant certificates/shipment clearance from OIL, failing which all related liabilities shall be to supplier's account.*~~

14.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/ vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

14.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – N) along with the technical bid).

15.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value with validity as mentioned in the tender document. The Performance Security shall be in the form of, Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee) or

irrevocable Letter of Credit (LC). The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

The Bank Guarantee issued by the bank must 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.

[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

15.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

15.2 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

15.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

15.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

15.5 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

15.6 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

15.7 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

15.8 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

15.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

15.10 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (5% of annualized contract value valid for three months beyond entire execution period).

15.11 INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

16.0 BID SECURITY:

If Bid Security /Earnest Money Deposit (EMD) is applicable. Bids must be accompanied by Bid Security for the amount as mentioned in the tender *or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) (including e-Bank Guarantee) in OIL's prescribed format* **(PROFORMA – GA)** *or as an irrevocable Letter of Credit (L/C) from any of the following Banks (Refer GeM GTC for details).*

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – TUHIN ROY, Dy GENERAL MANAGER, OIL INDIA LIMITED, DULIAJAN-786602, ASSAM.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

16.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

16.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

16.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

16.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

16.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

16.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

16.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

16.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

16.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must 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.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

The bidder shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

16.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

16.11 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

16.12 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - GB along with their Technical bids.

16.13 INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".
g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.
h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

16.14 Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis bank	19	Indian Overseas Bank
3	Bank of Baroda	20	Induslnd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	**Particulars**	**Details**
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	
5	Mobile No.	
6	Local Address	
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

17 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with

M/s RXIL , M/s A TREDS Ltd. (Invoice Mart), M/s Mynd Solutions Private Limited, M/s C2FO Factoring Solutions Private Limited, M/s. KredX Platform Private Limited. The list of approved/authorized entities is as under:

Sl. No	Name of the Approved/ Authorised Entity	TReDS Payment System Approved/ Authorised
1	M/s Receivables Exchange of India Limited (RXIL)	RXIL
2	M/s A TREDS Ltd	INVOICE MART
3	M/s Mynd Solutions Private Limited,	Mlxchange
4	M/s C2FO Factoring Solutions Private Limited,	C2treds
5	M/s. KredX Platform Private Limited	DTX

MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

18 UNLOADING FOR BULKY/HEAVY ITEMS:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

18.14 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

19 UNLOADING OF TUBULARS:

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE**. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

19.14 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

20 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:

Unloading of consignment from Railway Wagons at Destination **(Duliajan)** shall be completely in OIL's scope.

21 QUANTITY TOLERANCE FOR TUBULARS:

Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

22 SET-OFF:

Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order 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 any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

23 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:

If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Banning Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - H** along with their offer failing which their offer shall be liable for rejection.

24 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)

General Conditions of Contract FOR SERVICES (GCC - SERVICES) shall be applicable for all services to be rendered including AMC (as and when entered into).

25 MODIFICATION/AMENDMENT OF TENDER DOCUMENT: 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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

26 THIRD PARTY INSPECTION (TPI) (if to be arranged by OIL).

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. **BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER**. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency. **Manufacturer QAP for Third Party Inspection must be submitted by the bidder after placement of order.**

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

24.1 THIRD PARTY INSPECTION (TPI) (if to be arranged by Supplier).

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by Supplier. At present, there are six OIL's empaneled Third Party Inspection Agency as under:

(i)M/s.Lloyds
(ii)M/s.BureauVeritas
(iii)M/s.RITES
(iv)M/s IR CLASS System and Solutions Private Limited
(v)M/s.Tuboscope Vetco
(vi)M/s. DNV MES India Private Limited

27 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

27.14 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

27.15 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

27.16 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) **WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY**:

A)	General Manager (A/P), Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) Copy of TPI Declaration vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.

B)	DGM - Materials (Receiving), Materials Department Oil India Limited, Duliajan, PIN - 786602	i) Clear Consignee copy of RR/C-Note - Original + 1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original). vi) Copy of Third-Party Inspection certificate, if any. vii) Copy of TPI Declaration viii) Warranty Certificate (Original)
C)	Chief Manager Materials (FP) Materials Department Oil India Limited, Duliajan, PIN - 786602	One set consisting copies of all the documents as mentioned in (B) above.

Note: ***Where payment term is after receipt and acceptance of materials, the complete set of documents meant for General Manager (A/P) as indicated in (A) above should be submitted to Dy. General Manager Materials (Receiving).***

27.0 FORCE MAJEURE:

27.1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order 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.

27.2. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the SELLER's Personnel; fires, explosions, ionizing radiation or contamination by radio-activity or noxious gas, if not caused by SELLER's fault; declared epidemic/pandemic or disaster; acts and regulations of respective Govt. of the two parties, namely the PURCHASER and the SELLER and civil commotions, lockout not attributable to the SELLER.

27.3. Upon 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 by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

27.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

27.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

28.0 SIGNING OF BIDS:

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

29.0 BIDDERS FINANCIAL STANDING:

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

30.0 **CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA)**:

30.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited	a. rkjain@ahkgroup.com; b. pradeep.mathur@ahkgroup.com ; c. info@ ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyds (India) Ltd.	a. contact@gulfllloyds.com b. inspection@gulfllloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com

		c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

30.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

30.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : aparajita_gogoi@oilindia.in.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

30.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii Additional Documents : (If applicable against the tender)

- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv Financial Criteria

- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil India Limited, such documents need not be verified by TPI agency.

(ii) Undertaking from TPI Agency as per format (**Proforma-17)** enclosed should be submitted along with the Bid.

(iii) **In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.**

****

BID EVALUATION MATRIX (TECHNICAL)-ANNEXURE VI (TO BE FILLED IN BY BIDDER /DULY SIGNED)			
TECHNICAL SPECIFICATIONS			
Tender Clause no.		**BIDDER'S RESPONSE (Complied / Not Complied/Deviation / Not Applicable)**	**TO BE FILLED BY THE BIDDER** **Relevant Location of their Bid to support the remarks/compliance** **(Reference of Document name / Serial number / Page number of bid for documentary evidence)**
II	**SCOPE OF SUPPLY/ SERVICES**		
1.0	**Type of Gas Detectors/Sensors**		
1.1	IR based integrated (sensor cum transmitter) point type Gas Detectors for measurement, signal transmission		
1.2	Location of the gas detectors to be installed in the facility: 1.2.1 To cover entire process area. 1.2.2 To cover fired vessel and non-fired vessels area. 1.2.3 To cover storage and Gas Compressor area.		
2.0	**Control System & System Description**:		
2.1	Control system of the Gas Detection shall be SIL-2 certified; configuration shall be based on programmable system design to meet above compliance.		
2.2	The control system shall be stand-alone, based on fail safe philosophy having necessary hardware & software with graphics based MMI interface for installation in the operator's room/control room. It shall be able to operate independently, and its operation shall not be affected by failure of any other instrumentation system. The proposed system shall be designed and engineered as one integrated control and safeguarding system with respect to operator presentation.		
2.3	The system shall generate alarm as soon as the LEL level in the field crosses the set level in either one sensor or more sensors. In alarm condition there shall be an Audio-Visual Alarm in the operator's room/control room to alert the operator about the gas leakage. The GDS shall be microprocessor based configurable and expandable.		
2.4	Control system shall have the feature to measure the field signal below 4mA DC or above 20mA DC for configuration gas detectors various operating statues (Normal, Fault condition and Gas Detected condition etc.) and should have all diagnostic/Maintenance information/Calibration via HART.		

2.5	Detectors in a particular zone in the field installation may be arranged group wise as per the IO list in such case system engineering should be made in such a way that inputs are terminated in the different input cards in order to enhance the system reliability		
2.6	Control system shall have capability to display process as well as system alarms on the HMI/ Display for operator's attention and action. Alarms shall appear immediately on the HMI/ Display as and when they occur on priority basis. It shall also be possible to display summary ofall Alarms in the sequence of their occurrence and shall disappear from display only when they are acknowledged and cleared.		
2.7	Historization of the alarm/error/system fault/module change etc. conditions shall be maintained in the data base of the system for at least 4000 (All together) entries with features of : 2.7.1 Date and time of occurrence 2.7.2 Point identification (i.e. Tag number) & description. 2.7.3 Type of alarm		
2.8	The supplier shall supply necessary software, in this regard for event sequencing and logging.		
2.9	All networking components shall be of Industrial grade.		
2.10	The control system shall have well laid down procedure for on-line maintenance and faulty module replacement		
2.11	The control system shall have features for interfacing with OIL's third party system (SCADA RTU / PLC) through `MODBUS' protocol [RS-485].		
3.0	**Accessories**		
3.1	Point type Gas detectors shall have integrated sensor and transmitter unit powered through 24 VDC supply.		
3.2	Gas detector housing material shall be of SS 316.		
3.3	The gas detectors shall be minimum SIL-2 certified.		
3.4	Monitoring of status of Main AC as well as DC power supply units (Both Analog and Digital) shall be configured in the PLC as a minimum requirement.		
4.0	**Operating Environment for the Monitoring and Control System**:		
4.1	Gas Detection System will be located in operator’s room/control room located in safe area. Normal operating condition will be 5 to 50 deg. C and 90 ±10% RH.		
5.0	**All electronic/electrical instruments and equipment to be used in hazardous area shall fulfil the following**:		
5.1	Item shall be of a type and specification conforming to the relevant standards as specified in the Regulation 107(2) of Oil Mines Regulation-2017 and complying the provisions therein.		
5.2	Bidder shall provide documents specifying the type, details of specification, reference of the particular standard, test criteria as per the standards and status of testing, place of testing, copies of test reports from Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body which is not a part of manufacture’s facilities along with their offer against this tender.		

5.3	In this regard, Bidder may refer OMR-2017, Notification dated 18th October 2017, published in the Gazette of India, under Ministry of Labour and Employment, Directorate General of Mines Safety, published on 2nd November 2017.		
6.0	**Cabling Philosophy**:		
6.1	Signal /multi core cables for gas detectors shall be armoured and stranded copper conductor of minimum 1.5 Sq.mm or higher according to power loading calculations.		
6.2	Power cables shall be three core armoured cables. It will be of stranded copper conductor of minimum 1.5 Sq.mm or higher according to power loading calculations.		
6.3	Control cables for flame-proof external hooter shall be four core armoured cables. It will be of stranded copper conductor of minimum 1.5 Sq.mm or higher according to power loading calculations		
6.4	There shall not be any cable joints for signal, alarm and control cables.		
6.5	All the above ground cables shall be laid in galvanized metallic cable trays. Underground cables shall be laid with proper back filling.		
6.6	Entry of the cables to the operator's room/control room terminating in the control panel should be neat and exposed portion should be routed through cable tray mounted on wall.		
7.0	**Junction Box**		
7.1	Junction boxes shall be weather-proof to IP65 (minimum). Relevant certificate has to be furnished by the bidder along with their offer.		
7.2	The junction boxes shall be provided with sufficient number of terminals to terminate all the pairs of multi-cable (including spare pairs) and shields of individual pairs as applicable.		
7.3	Junction boxes shall have separate external terminal for accommodating Earthing wires up to 10sqmm.		
7.4	Unused cable gland entries should be properly sealed with suitable SS blind plugs as per safety standards for Hazardous area applications.		
8.0	**Cable Glands**		
8.1	All cable glands shall be double compression type, nickel-plated and weather proof and flameproof suitable for installation in an area classification of IEC Zone I Gas Group IIC. The cable glands shall be provided with PVC hood. Cable glands shall be suitable for cable dimensions with +/- 2mm tolerance. The plugs and adaptors shall also be weather proof and flameproof suitable for installation in an area classification of IEC Zone I Gas Group IIC.		
9.0	**Audio-Visual Alarm**		
9.1	Acoustic and visual alarms shall be automatically activated from Gas detection control unit located in operator/control room. For this purpose, one non-flameproof hooter along with flasher will be supplied which shall be installed at the control panel inside the operator's room/control room. One Industrial grade electric external hooter along with flasher will also be supplied and installed in the safe area outside of operator's room/control room within each of the Oil Field installations for this purpose.		
9.2	On receipt of signal from detectors the tone used for gas alarm horns shall be clearly audible over a range covering the entire facility		
10.0	**Portable Calibrator**		
10.1	One set of portable purge calibrator for Hydrocarbon Detector consisting of a volume bottle		

	containing a known gas / air mixture, a pressure regulator, a flexible hose and adaptor cap (to fit the sensing head) shall be supplied to enable calibration of the sensors in the Oil Field Installation without dismantling them. Material of constructions will be of SS316 as a minimum. Bidder shall ensure necessary and sufficient supply of gases for calibration of all sensing heads.		
11.0	The Bidder shall be responsible for all types of Civil, Mechanical, Electrical, & Instrumentation works for installation, commissioning, testing and calibration of the entire gas detection system covering the facility including all labour and miscellaneous expenses.		
12.0	**Interfacing with the existing RTU/ PLC**		
12.1	In general, Controller shall provide data via MODBUS protocol [RS 485]. The bidder need to populate the data in a third party modbus software like MODSCAN during commissioning.		
13.0	**Earthing System**		
13.1	Installation & commissioning of the necessary Earthing system for control panel and other instruments shall be under scope of bidder. The vendor shall supply readymade maintenance free CPRI approved chemical Earthing system with 50 mm dia 3.00 Metres length corrosion free G.I. pipe Electrode and conforming to relevant Indian Standards alongwith brick earth chamber and earth pit cover. Bidder to specify technical specifications and make in his offer and quote accordingly.		
14.0	**Installation & Commissioning**		
14.1	Installation and commissioning as well as testing of all the supplied Infrared (IR) On-Line Gas Detection System shall have to be carried out by the successful bidder's competent personnel at 15 nos. Oil Field Installation within 100 KM from Duliajan, Assam (India). One set of portable purge calibrator for Hydrocarbon Detector consisting of a volume bottle containing a known gas/air mixture, a pressure regulator, a flexible hose and adaptor cap *(to fit the sensing head)* shall be brought by the successful bidder/supplier for calibration of the sensors in eachof the OIL Field installations without dismantling them. Material of construction shall be of SS316 as a minimum. Successful bidder/supplier shall ensure necessary and sufficient supply of gases for calibration of all sensing heads in all of the OIL Field Installations.		
14.2	During commissioning all required accessories and spares are to be supplied by the Successful bidder/supplier for each OIL Field Installation.		
14.3	Successful bidder/supplier has to erect all the hardware i.e. Sensors, cable laying, fixing of cable trays, cable termination, fixing of control system along with power supply and hooter etc. and also fabrications, and civil jobs, if any.		
14.4	The successful bidder should design and submit the complete cable schedule for OIL's approval prior to execution of the job.		
14.5	Cable laying job for underground cables includes cutting trench, burying cables, laying of cables with good quality brick and sand, covering the trench, marking with cable marker.		
14.6	Cable laying job for over ground/overhead, as required, cables, grouting of supports (to support cable tray) with chips, sand & cement etc. mounting of cable tray with nuts and bolts, laying the cable on the tray, dressing the cable with aluminium strips.		
14.7	All the Gas detectors along with control system in each of the OIL Field Installation is to be calibrated on site and alarm level to be checked before putting into operation.		

14.8	The system in each installation will be considered Successfully Commissioned only after successful continuous operation of the system individually for each installation in full capacity and capability without any part operation and functioning of the system for continuous 72 hours. If any breakdown or malfunctioning of the system in any form is observe during the above observation period, the starting time of observation will be reset to zero. In case the system could not function continuously due to OIL's operational problem, the starting time of observation will not be reset to zero, however, the system shall be made operational and put it under observation by the supplier to complete 72 hours once OIL's operational problem is resolved.		
14.9	**NOTES FOR INSTALLATION & COMMISSIONING**		
14.9.1	Bidder shall include the Installation and Commissioning charges in their quoted price.		
14.9.2	All charges including to and fro fares, boarding/lodging, local transport at Duliajan, Assam, and other expenses of the Supplier's personnel during their stay at Duliajan shall be under the Supplier's scope. In this regard, bidders may make a prior visit to OIL Field Installation at their own cost.		
14.9.3	No hot work (including all types of welding, cutting, grinding, drilling and heating) shall be permitted within the OIL Field Installations. The successful bidder has to make its own arrangements for handling and transportation of all the material/tools/manpower to and fro the site before and after completion of the work at site, as required.		
14.9.4	The successful bidder shall carry out Work normally during day light hours & irrespective of holidays, Sundays etc. However, in case of emergency, work may have to be done beyond normal working hours with prior permission from Installation Managers/user department/CISF.		
14.9.5	The successful bidder must obtain "Entry Permit" from CISF Commandant/ Head-Security of OIL for all his workers/personnel to enable them to work inside the installations.		
14.9.6	NUISANCE: The successful bidder or his representative shall not at any time cause any nuisance on the site or do anything which shall cause un-necessary disturbance in the installation. OIL reserves the right to reject any one or all the personnel deployed by the successful bidder on the basis of their performance, conduct and discipline. If any replacement is sought by Engineer-in-Charge, the same shall have to be arranged by the successful bidder within 24 Hours or as per instruction of Engineer-in-Charge. In case of any dispute the decision of Engineer-in-Charge shall be final and binding.		
14.9.7	CARE OF WORKS: From the commencement to completion of work, the successful bidder shall take full responsibility for the care of OIL's property, all equipment and pipelines including all temporary works and in case any damage, loss or injury shall happen to OIL's property/equipment/work/person or to a part thereof due to negligence of the successful bidder, the same shall be rectified/compensated by the successful bidder without any extra claim.		

14.9.8	**SAFETY PRACTICES:**		
14.9.8.1	The successful bidder shall abide by all safety and security rules and regulations existing in the OIL's Installations. The successful bidder shall observe the safety measures required to be undertaken for safety of persons, labour, public and properties at work site/ plant premises/ residential premises/ public places etc. The successful bidder shall be required to take work permit from respective shift in charges for each day and each shift for all kind of jobs. There can be instances of not getting permits, withdrawing of permits already issued at any stage of work due some operational safety and security reasons. For any stoppage of work for such reasons no claim whatsoever will not be considered.		
14.9.8.2	Stand by firefighting equipment will be deployed at the work site by OIL. However, at least two of the successful bidder's personnel deployed for the work must be capable of handling the firefighting equipment at the time of emergency and the persons will have to be present at the work site throughout the working time. If required the successful bidder's nominated persons will be imparted training on handling such equipment by OIL's Fire Service department.		
14.9.8.3	Any compensation arising out of the job carried out by the successful bidder whether related to pollution, Safety or Health will be paid by the successful bidder only.		
14.9.8.4	Any compensation arising due to accident of the successful bidder's personnel while carrying out the job, will be payable by the successful bidder.		
14.9.8.5	The successful bidder shall have to report all incidents including near miss to Installation Manager/ departmental representative of the concerned department of OIL.		
14.9.8.6	In case the successful bidder is found non-compliant of HSE laws as required, the company will have the right for directing the successful bidder to take action to comply with the requirements, and for further non-compliance, the successful bidder will be penalized as per prevailing relevant Acts/ Rules/ Regulations.		
14.9.8.7	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 successful bidder to cease work until the non-compliance is corrected.		
14.9.8.8	All safety gears like safety boots, helmets, safety belts, hand gloves, safety goggles, gas masks etc. required for carrying the job in a safe manner shall be arranged by the successful bidder. In case the successful bidder fails to provide the safety gears, the same will be provided by OIL and the cost of such safety items will be deducted from the successful bidder's bills.		
14.9.8.9	CLEARANCE OF SITE: As a part of the job, the successful bidder shall completely remove all the temporary/ disposable materials if needed while execution of work or after completion of work at his own cost and dispose off the same as directed by Engineer-in-Charge.		
14.9.8.10	The successful bidder shall maintain first aid facilities for its employees. All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of the successful bidder's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.		
14.9.8.11	The successful bidder shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work, the successful bidder shall consult with Employer's safety Engineers and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this job or to any of the Employer's existing property.		

15.0	**Site Acceptance Test (SAT):**		
15.1	OIL shall provisionally takeover the system i.e. after satisfactory completion of functional performance test. System acceptance test shall commence only after the satisfactory performance of loop checking of all the gas detectors in each of the OIL Field Installation and verification of records by OIL engineer at site or other competent personnel.		
15.2	Following functional tests shall be part of system acceptance test as a minimum:		
15.2.1	Hardware verification as per final bill of material.		
15.2.2	Visual and mechanical check-up for proper workmanship, identification, ferruling, nameplates etc.		
15.2.3	System configuration as per approved diagram. Complete set of manual with all operational procedures, ferruling documentation, hooter details and other wirings should be handed over to OIL after commissioning.		
15.2.4	Demonstration of all system diagnostics.		
15.2.5	Checking of proper functioning of all drives, alarm summary etc.		
15.2.6	Complete drawing of the gas detectors installed in the facility to be displayed in the operator's room/control room with proper tagging/ marking as applicable.		
15.3	Only after successful completion of SAT, the complete system shall be put under observation for 72 continuous hours for each of OIL Field Installation. During this period, any malfunctioning of the system components shall be replaced/repaired as required free of cost (under bidder's scope). Once the system failure is detected, the acceptance test shall start all over again from the beginning. On successful completion of 72 hours of continuous operation, the Gas Detection system for that installation shall be accepted by OIL.		
16.0	**Training**		
16.1	Successful Bidder shall impart training to OIL's site personnel for routine operation & preventive maintenance of the Gas Detection system. The training shall be imparted at each of OIL Field Installations for minimum 1 (one) day immediately after successful acceptance of the complete system at that particular installation.		
16.2	Training on the operation of the entire systems as per functional requirement including start up and shut down of the system.		
16.2.1	Maintenance training on the hardware & software being supplied.		
16.2.2	The different hardware components to be supplied by the bidder.		
16.2.3	Calibration and maintenance aspect of the field sensors.		
16.3	Cost towards such training/demonstration is inclusive in the installation/commissioning charges.		
17.0	**SPECIAL NOTES**		
17.1	The supplier must provide all relevant technical catalogues, statutory certificates etc. along with their bid for on line Gas Detection System of their offered model No. for technical evaluation.		
17.2	The supplier shall submit necessary documents along with the offer for all electronic/electrical instruments and equipment used in zone "1" or zone "2" hazardous area as per the Regulation 107(2) of OMR 2017 as mentioned in point 5 above.		

17.3	Layout diagram of the installation will be provided to the successful bidder/supplier nearer the time.		
17.4	Successful bidder has to take approvals of the following from OIL: i. Control System cabinet Wiring Details ii. Sensors locations & installation plan iii. Loop diagram & loop details iv. Cable schedule and datasheet v. Project Implementation Schedule		
17.5	Two sets of Operation & Maintenance manual (for each OIL Field installation) in printed form for Infrared (IR) On-Line Gas Detection System to be provided during commissioning of the system. The maintenance manual shall include Control System cabinet Wiring Details, Loop diagram & loop details, Cable schedules etc.		
17.6	Test and calibration certificates for each detector/ sensor have to be provided along with the supply.		
17.7	OIL reserves the right to inspect, test and if necessary reject any part/parts after delivery at site (including incomplete manuals, catalogues, etc.). In case of any fault on the part of the supplier he has to replace/repair at his own cost.		
17.8	Deviations from NIT specifications, if any, should be highlighted in the quotation.		
17.9	It will be solely supplier's responsibility (as already undertaken in supplier's offer) to ensure availability of requisite spares and consumables (including bought out items) for a minimum period of 10 (ten) years from the Certified date of completion / successful field commissioning of the unit. Bidder need to confirm that during bid submission.		
17.10	Supply of all necessary accessories & fittings like-pipe, cable tray, Junction Box, Cable gland cable tie, nut bolt, screw, clamp, etc. required to complete the installation and commission the GDS is under the scope of bidders and should be included in their quoted price.		
18.0	**Warranty**		
18.1	The Online Gas Detection system shall be Guaranteed/warranted, which must be valid for 12 (Twelve) months from the date of successful commissioning.		
18.2	Point Type Infrared Gas Detector shall be Guaranteed/warranted for 5 (Five) years from the date of successful commissioning.		
18.3	To keep the system fully operational, in case of failure of any item during the warranty period, it shall be the successful bidder/supplier's responsibility to arrange replacement/repairing at site at their cost including customs, freight, etc. within a period of maximum 3 (three) weeks from the date of intimation of such failure. However, if party do not attend the fault, repair/replace the faulty system within stipulated period, warranty of the entire system of that particular installation will be restart from the date of making the system operational.		
18.4	During warranty, if required, Party shall have to calibrate the detector(s) at their own arrangement.		
19.0	**Delivery**		

19.1	The successful bidder/supplier shall pack and deliver all equipment/items and accessories in separate lots for each of OIL Field Installation. These packed lots shall be clearly marked for site wise deployment for ease of identification and subsequent logistic transportation at the time of installation and commissioning. The equipment/items and accessories shall be packed in robust cartoons so as to avoid damage in transit and for safe storage before/during installation and commissioning.		

19.2	Time frame for project completion is to be scheduled in two parts. The first part is for supply of items and second part is for Installation & Commissioning. The first part supply of items has to be completed within 180 days from issue of Purchase Order (PO) and the second part Installation and Commissioning has to be completed within 60 days from issue of site clearanceby OIL. The Bidder needs to provide a tentative project schedule along with bid. Successful bidder required to submit their project execution plan *(Details of each tasks pertaining to partsprocurement, assembly, testing and function test at works, delivery and shipment schedule)* immediately after awarding of PO. This should also include submission of drawings/design calculations for OIL's approval and deputation of engineer/technicians for installation, commissioning, testing and final acceptance test at site including training.		
19.3	The supplied materials including electronic/instruments/cables are required to be stored properly until installation, commissioning, testing and final acceptance of the complete packages. OIL shall provide free space to the bidder for arranging proper storage facilities. For any Damage/pilferage due to poor storage, OIL shall not be responsible for the same.		
20.0	**GENERAL NOTES**		
20.1	It is to be clearly understood that the successful bidder shall be responsible to complete the entire work in all respect and any other work necessary to achieve the object and completion though not specifically covered under the scope of work, shall be carried out by the successful bidder. **Bidders are requested to visit the sites prior to submission of their bid so that the exact requirements for items such as Cables, Cable Tray, Junction Box, Cable Gland etc. of the tender could be ascertained and quote accordingly. Tentative requirement is provided in the Annexure – II (Bill of Materials).**		
20.2	The successful bidder shall arrange all the materials labour, tools and tackles etc. required for successful execution of work. OIL shall provide no materials/tools/equipments.		
20.3	The successful bidder shall arrange for accommodation/transportation of himself and his supervisor/ labourers at his risk and cost. OIL shall not provide any accommodation / transportation whatsoever to the party or his staff.		
20.4	The successful bidder shall employ such workers who are above 18 years of age. All personnel employed by the successful bidder shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.		
20.5	OIL shall provide water and electricity required for work. However, necessary arrangement to take electricity and water is under the scope of the successful bidder's.		
20.6	Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the successful bidder shall carryout the necessary rectification at his own cost.		
20.7	For any matter, where controversy may occur, the decision of Asset Manager (Western) or his representative will be final and binding.		

20.8	The successful bidder shall provide PPE (personal protective equipments, like safety helmets, safety gloves, safety shoes, safety goggles etc.) for each person working for the execution of the work, at its own cost. No person will be allowed to work without PPEs.		
21.0	**TECHNICAL SPECIFICATIONS**		
21.1	<u>Point Type Infrared Gas Detector</u>: i. Sensor type: Infrared (IR) type sensor ii. Principle of operation: Two IR lamp Producing Two Separate IR Beam. Temperature compensation shall be in-built. iii. Function: Shall be able to detect hydrocarbon gases in the range of 0-100% LEL iv. Calibration: Factory calibration at Methane or Propane v. Range: 0 to 100% LEL vi. Construction: Flameproof, 316SS body with dust/weather protection for outdoor installation. vii. Optical performance: Correct operation up to 75% obscuration, the same shall be configurable with facility for dirty optics warning. Heated optics to avoid condensation. There must be provision of Cleaning and Maintaining sensor window by a cleaning cloth/material. viii. Input Power: 24V DC nominal (18-30V DC) ix. Output: 4-20 mA DC with HART x. Overall Accuracy: +/- 3% of LEL or better xi. Repeatability: +/- 2% FSD xii. Zero drift: Typically, 2 % FSD per year xiii. Response time: 90% of gas reading in less than 8 seconds (with filter/protection guards) xiv. Self-Check: Continuous self-check for immediate detection of internal failures xv. Operating temperature: 5 Deg C To 50Deg C xvi. Humidity: 0 to 95% RH xvii. Cable entry: NPT (F) xviii. Area classification: Class-I, Div-I, Gr. C & D (Zone-1, Gr. IIA/B) xix. Enclosure classification: Explosion Proof (EExD) conforming to hazardous area classification to Class-I, Div-I, Gr. - C & D (Zone-1, Gr. IIA/IIB) and IP66 xx. Temperature Class will be T4. xxi. Hazardous Area Approval: Required. xxii. Safety Integrity Level: SIL-2 (TUV / EXIDA / Accredited international agency) certified xxiii. Accessories required: Mounting kits, Canopy, Tag Plates, Rain & Dust protection cover, Splash guard, Ex Proof & Weather proof double compression cable glands etc. as required. xxiv. Configuration: Non-Intrusive Configuration Required xxv. Warranty: 5 years		

21.2	Hooter: i. Type: Industrial grade Electric Hooter. ii. Area Classification: Safe area at outside of operator's room/control room.		
	iii. Protection Degree: IP 54 or better iv. Supply Voltage: 230 V AC /24VDC v. Power Consumption: 10 W vi. Sound Power: Minimum 100 dBA at 1 metre (Multi tone Selectable) vii. Body Material: Aluminium viii. Electrical Connection: ½ inch NPTF ix. Mounting: As per requirement mounting accessories to be provided. x. Others: Unit to be supplied with field mounted reset push button xi. Audibility: Loud enough to cover the entire range of the facility in all direction.		
21.3	Flasher: i. Area Classification: Safe area ii. Protection Degree: IP 54 or better iii. Supply Voltage: 230 V AC /24 VDC iv. Power Consumption: 2 W v. Body Material: Aluminium vi. Electrical Connection: ½ inch NPTF vii. Mounting: As per requirement mounting accessories to be provided. viii. Others: Unit to be supplied with field mounted reset push button for outdoor application		
21.4	**Cable, Cable tray and Cable Gland:**		
A	Armoured Signal Cable**:**		
(i)	CONDUCTOR: Material: Tinned copper Cross-sectional area of each core: 1.5 mm2 No. of strands in each core: 7 (seven) Diameter of each strand: 0.5 mm Core colour: Black Core identification: White numbering on each core with 50 mm gap between two numbers		

(ii)	INSULATION: Material: Flame retardant PVC Thickness: 0.64 mm (Nominal) Continuous temperature rating: 85 Degree C Voltage grade: 500 V Insulation resistance (Min) :10 Mega Ohms/Km at 20 Degree C		
(iii)	ARMOURING: Material: Galvanized steel Magnetic/Non Magnetic: Magnetic Round wire/ Flat strip: Round wire		
(iv)	SHIELDING: Material: Mylar backed Aluminium foil Thickness: 0.0635 mm (63 Micron) Drain wire (for shield Continuity): Required Material of Drain wire: Tinned copper Shielding of individual cores: required Overall shielding: Aluminium Mylar screen		
(v)	OUTER SHEATH: Material: Flame retardant PVC Thickness (Min.): 1.40 mm Colour: Black		
(vi)	SIZE: Outer diameter: Not more than 18 mm		
B	Armoured Power cable**:**		
(i)	CONDUCTOR: Material: Tinned copper Cross-sectional area of each core: 1.5 mm2 No. of strands in each core: 7 (seven) Diameter of each strand: 0.5 mm Core colour: Black Core identification: White numbering on each core with 50 mm gap between two numbers		

(ii)	<u>INSULATION</u>: Material: Flame retardant PVC Thickness: 0.64 mm (Nominal) Continuous temperature rating: 85 Degree C Voltage grade: 1100 V Insulation resistance (Min):10 Mega Ohms/Km at 20 Degree C		
(iii)	<u>ARMOURING</u>: Material: Galvanized steel Magnetic/Non Magnetic: Magnetic Round wire/ Flat strip: Round wire		
(iv)	<u>SHIELDING</u>: Material: Mylar backed Aluminium foil Thickness: 0.0635 mm (63 Micron) Drain wire (for shield Continuity): Required Material of Drain wire: Tinned copper Shielding of individual cores: Not required Overall shielding: Aluminium Mylar screen		
(v)	<u>OUTER SHEATH</u>: Material: Flame retardant PVC Thickness (Min.): 1.40 mm Colour: Black		
(vi)	SIZE: Outer diameter: Not more than 28 mm		
C	<u>Cable tray</u>: i. Type: Perforated, hot dip galvanized ii. Size: As required,16 SWG iii. Shape of perforation/ hole: Oval shape iv. Gap between two consecutive/ adjacent holes: 8mm (length wise) 20mm (breadth wise) v. Accessories: Coupling plates, nuts, bolts and washers		

D	Cable Gland: i. Specifications: Flame proof, Brass Ni plated, double compression type with lock nut & PVC shrouds of same size ii. Size: As required iii. Type: NPT		
21.5	Junction Box: i. Material of JB: Cast Aluminum Alloy (LM6)		
	ii. Mounting: Outdoor, Hazardous area iii. Enclosure: Industrial, Explosion proof and Weather Proof to IP 66 or better iv. Ambient Temperature: 0 to 60 Degree C v. Colour: Light grey, Epoxy coated vi. Terminals: Spring loaded. Vibration proof. Clip on type vii. Construction: Junction box shall have doors which shall be of hinged type and these shall be fixed with SS or cadmium plated countersunk screws viii. Terminals size: Minimum 2.5 sq.mm ix. Terminal Numbering: Required, suitable for 2.5 sq.mm conductor; Terminal details to be displayed inside the junction box. x. Cable Entry: Bottom & side, Main cable :1 1/2" NPT(F) or as per requirement & branch cable entry: 12 nos. ¾ " NPT(F) or as per requirement xi. Mounting Accessories: Required xii. Tag Plate: Required xiii. Plugging of entry ports: Blind plugs shall be provided to block all idle entries. The entry points shall be plugged by PVC caps during transportation.		
21.6	Control System: The Control system should consist of the following (to be installed in operators' Room /control room which is located in non-hazardous area:		

A	Controller: i. Type: Programmable Electronics System suitable for gas detection ii. Memory: Log File Memory for diagnostics purposes with back-up battery iii. SIL 2 Approval (TUV / EXIDA / Accredited international agency) required. iv. Input Power supply: 230 V AC/ 24VD C v. Inputs: Analog inputs: As per site requirement Digital Inputs: As per site requirement vi. Outputs: Digital Outputs: As per site requirement vii. Controller should have provision of expandable I/O viii. I/O port: Modbus over TCP/IP and RS 485 ix. Diagnostics: Continuous on line x. HMI/ DISPLAY: Minimum 10 inch (Touch Screen) to be mounting in the panel. xi. EMI/ RFI: No Interference xii. Earthing: Required for the entire control panel as per standard. xiii. Terminal Details: All wiring details inside the panel should be ferruled, numbered and details documentation should be submitted to OIL. xiv. Also, hardware details such as processor architecture, programming and all electronic modules should be submitted to OIL in a hard bound document. xv. Operating Temperature: 5 Deg C to 50 Deg C		

B	Control Panel: i. Mounting Control Cabinet with reset button to be House in 19" inch rack with controller and I/O cards based on manufacturer standard. ii. Type of sheet: CRCA Sheet iii. Type: Fully Powder Coated (RAL 7035 (Colour)) iv. Input Power supply: 230 V AC Supply through MCB/ ELCB of proper rating. v. Power ON, OFF and Reset button to House in the panel. vi. Power Supply Unit : 1 No(24VDC) Power Supply Unit should be capable of providing power supply to all channel cards, sensors and alarm hooter. vii. Channel Cards: As per site requirement and must have provision for future expansion. viii. Alarm: Alarm output for non-flame proof Hooter with Flasher (for visual indication of alarm) to be provided in the Control panel as common alarm for all the gas detectors mounted at field. ix. Input Signal : 4-20 mA loop current @ 24 V DC x. Display : 10 inch touch screen display as indicated in A above. xi. Relay Contact Rating: Solid state relay contact rating; 5 A @ 24 V DC xii. Alarm Reset: External Alarm Reset Push Button to be available when alarm relays are programmed for latching. Alarm Relays will be reset but alarm status LEDs should track actual condition xiii. Terminal Block: Modular Terminal Block that allows disassembly without removal of individual wires.		
21.7	UPS: i. On-line UPS (Uninterrupted Power Supply) with 60 minutes backup and suitable for generator power: 230 V AC ±10%, 50Hz±5Hz. ii. Battery: Maintenance free.		
22.0	**Annual Maintenance Contract (AMC)**		
22.1	OIL reserves the right to enter into an Annual Maintenance Contract for three (3) years for all On-Line Gas Detection System supplied, installed & commissioned against this tender. Accordingly, bidder shall quote the AMC charges year wise separately as per provision provided in GeM portal.		
22.2	Annual Maintenance will start after successful completion of warranty period.		
22.3	Two nos. of Preventive maintenance (PM) should be carried out in a year (half yearly) by the supplier. During PM, supplier shall carryout calibration of all the sensors and submits the calibration certificate along with PM report to OIL. For carrying out calibration job, successful bidder must have calibration kit with minimum following items available at site – i. Pressure Regulator		

	ii. Calibration Adapter iii. Hose, Flow meter iv. Carrying case v. Methane Cylinder vi. Zero Gas Cylinder One hand held portable intrinsically safe calibrator/ equivalent calibration device as mentioned below for onsite calibration of sensors. This calibrator should be certified by an accreditation body of National/International repute. (Sensor Calibration: Should have onsite facility for Adjustment of Zero & Span using Non-Intrusive one man calibration by correcting the instrument on spot without disconnecting it from its power supply by using any portable hand held intrinsically safe calibrator/configurator like HART375 etc./equivalent calibrating device or accessory supporting specific protocol/technology without violating hazardous area certification. The bidder will have to describe as a write-up the detail calibration procedure with sketch for a particular detector using their quoted calibration device along with the bid documents for our scrutiny & approval.)		
22.4	Successful bidder shall carry out breakdown maintenance as and when required basis as intimated by OIL on free of cost basis.		
22.5	In case successful bidder could not rectify breakdown fault within 72 hours of reporting, 1% of AMC charge shall be deducted per day basis.		
22.6	Successful bidder shall bear the expenses for transportation, boarding, lodging, medical etc. for their personnel.		
22.7	Successful bidder to provide necessary PPE for their personnel.		
22.8	Successful bidder shall provide necessary tool, test equipment etc. for carrying out both preventive and breakdown maintenance of the system.		
22.9	Master Instrument used for calibration should have certification from an accreditation body of National/International repute.		
22.10	For Annual Maintenance support, OIL will liaise only with a single point of contact of the bidder. The bidder has to mention the contact address, phone number of the contact person who will be responsible for Annual Maintenance support.		
22.11	Maintenance charges shall be payable half yearly after successful completion of the Maintenance services for that period and against receipt of bill from the supplier. Any penalty amount levied on the bidder will be adjusted from that period of Maintenance charge.		
22.12	Charges for the Annual Maintenance Contract, after completion of the initial warranty period, up to 3 (three) years with year wise break up, must be quoted separately as per provision available in GeM portal, which shall be considered for evaluation of offers.		
22.13	While quoting Annual Maintenance Charges, bidder should also take into account all charges including to and fro fares, boarding/lodging, local transport at Duliajan, Assam and other expenses of supplier's personnel during their stay at Duliajan. OIL may provide accommodation on chargeable basis subject to availability		

22.14	For the AMC contract, OIL's **General Conditions of Contracts** shall be applicable. Bidder to comply with the same while submitting their bid.		
23.0	**FACTORY ACCEPTANCE TEST(FAT):** **(a)** OIL reserves the right to involve and satisfy itself at each and every stage of testing. **(b)** Before the system is delivered to the site, satisfactory performance of the entire system shall be demonstrated. OIL shall depute minimum two persons for witnessing the FAT. The system shall simulate the final onsite configuration as closely as possible. **(c)** The successful bidder shall intimate OIL at least 30 days prior to FAT for deputing OIL's personnel, cost of travel, accommodation and other expenses of OIL's inspection team will be borne by OIL **(d)** Detailed test schedules, including at least the tests listed below, shall be submitted for the Company's approval one month before the testing. The Bidder shall have a technician and test equipment available full time during testing. **(e)** The following minimum activities shall be part of the Factory Acceptance Test in addition to any tests recommended by the bidder: • Checking of Graphics and customization as per our requirement. • Checking of all datasheets and certificates. • Typical configuration of the system. • Panel wiring		
24.0	**BILL OF MATERIALS (BOM)**		
24.1	Tentative BOM is enclosed as **ANNEXURE – II.** However, any additional requirement, if found necessary to make the system functional and fulfil its purpose, bidder has to supply the same without any extra cost to OIL. **Bidders are requested to visit the sites prior to submission of their bid so that the exact requirement is ascertained**		

ANNEXURE – VII

BID EVALUATION MATRIX (BRC) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
Srl. No.		**BIDDER'S RESPONSE (Complied / Not Complied/Deviation / Not Applicable)**	**TO BE FILLED BY THE BIDDER** **Relevant Location of their Bid to support the remarks/compliance** **(Reference of Document name / Serial number / Page number of bid for documentary evidence)**
A1	**BRC TECHNICAL:**		
1.0	**BIDDERS' QUALIFYING CRITERIA**		
1.1	The bidder shall be an Original Equipment Manufacturer (OEM) of the offered gas detector. OR The bidder shall be authorized agent/dealer/distributor/supply house of an OEMof the offered gas detector. **Note**: a) Bidder(s) other than OEM of the offered gas detector must submit a valid Authorization letter and back-up warranty from the manufacturer as per format enclosed herein vide **PROFORMA – A1**.The Authorization and back-up warranty letter duly sealed & signed by the Manufacturer on their official letterhead must be submitted along with the technical bid. b) The Sole Selling Agent/Dealer/Distributor/Supply House shall categorically confirm in their technical bid that there will be no change of the proposed OEM of the offered gas detector after submission of the bid.		
2.0	**BIDDERS' EXPERIENCE**		
2.1	**IN CASE THE BIDDER IS A MANUFACTURER (OEM) OF THE GAS DETECTOR**		
2.1.1	**OEM PROPOSING FOR SUPPLY AND SERVICES BY THEMSELVES** The OEM must have experience of successfully executing (either by themselves or through any Sole Selling Agent/Dealer/ Distributor/ Supply House) at least One (1) order for supply, installation & commissioning of On-line Gas Detection System of value not less than INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along with the Technical Bid as per Para 2.3.		

2.1.2	**OEM PROPOSING FOR SUPPLY BY THEMSELVES AND SERVICES BY THEIR AUTHORIZED SERVICE PROVIDER/ DISTRIBUTOR/SOLE SELLING AGENT/SUPPLY HOUSE**		
A	The OEM must have the experience of successfully executing (either by themselves or through any Sole Selling Agent/Dealer/ Distributor/Supply House) at least One (1) order for supply of On-line Gas Detection System of value not less than INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along with the Technical Bid as per Para 2.3.		
B	The OEM authorized service provider/distributor/sole selling agent/supply house must have the experience of successfully executing atleast One (1) order for **installation & commissioning** of On-line Gas Detection System of supply order value not less INR 3,49,75,852.32 during last five (5) years preceding to the original Bid Closing Date of the Tender. Documentary evidence in this regard must be submitted along with the Technical Bid as per Para 2.3.		
2.2	**IN CASE THE BIDDER IS A SOLE SELLING AGENT/DEALER/DISTRIBUTOR/SUPPLY HOUSE OF THE OEM OF THE GAS DETECTOR, THE FOLLOWING CRITERIA SHALL BE MET BY THE BIDDER AND THE OEM:**		
(i)	Their proposed OEM must satisfy Clause No. 2.1.2 (A).		
(ii)	Additionally, the Bidder as a Sole Selling Agent/Dealer/Distributor/Supply House must have experience of successfully executing atleast One (1) order for **supply, installation & commissioning** of Online Gas Detection System of value not less than INR 3,49,75,852.32 during last five(5) years preceding to the original Bid Closing Date of the Tender. Documentary evidences in this regard must be submitted along with the Technical Bid as per Para 2.3.		
2.3	**NOTES TO BIDDER REGARDING EXPERIENCE CRITERIA**		

2.3.1	The following documentary evidence to substantiate above experience records (2.1 and 2.2, as applicable) of the Bidder must be submitted alongwith the technical bid, failing which the Bid shall be treated as incomplete and rejected: (a) Copy of Purchase order(s)/contract(s) awarded by Client(s) (b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) - True copies of Original Signed and sealed Completion report/performance certificate from the clients (on Client's/User's official letter head with signature & stamp) duly notarized by Government Notary. **OR** Copy of Bill of Lading **OR** Copy of Consignee delivery receipts/challans **OR** Copy of Tax Invoice/Excise Gate Pass issued under relevant Act/rules **OR** Copy of Commercial Invoice/Payment Certificate		

2.3.2	The date of purchase order(s)/contract(s) need not be within five (5) years preceding the original bid closing date of the Tender, but execution/ supply of required quantity must be within five (5) years preceding the original bid closing date of this tender.		
2.3.3	In case of extension to the scheduled Bid Closing date of this tender, if any, the Original scheduled Bid closing Date shall be considered for evaluation of Bids.		
2.3.4	Against all supporting documents submitted by the bidder alongwith the technical bid, originals must be kept ready and to be produced for verification of OIL, if called for.		
2.3.5	The Purchase order(s)/contract (s) must bear the Purchase order number(s)/Contract number(s) which clearly indicate the scope of work and technical specifications of the item(s).		
2.3.6	The experience of the bidder's Sister Concern/subsidiary shall not be considered for evaluation.		
2.3.7	Bidder shall quoted for all the items of the tender; otherwise, the offer shall be liable for rejection.		
3.0	DELIVERY PERIOD: Delivery of the materials must be completed within the 180 days from the date of issue of Purchase order. The date of receipt of all materials at site shall be considered as the date of delivery. Installation & Commissioning at all the installations must be completed within 60 days from the date of issue of site clearance by OIL. Bidder to confirm compliance of the above delivery schedule in their technical bid. Bidder quoting delivery period and installation & commission period more that the above shall be liable for rejection.		
A.2	**FINANCIAL**		
1.0	The bidder must have annual financial turnover from Operations of minimum INR 3,49,75,852.32 in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender. [Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]		
2.0	"Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender. [Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium -Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure -Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]		

3.0	Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying (PROFORMA - A) that 'the balance sheet/Financial Statements for the financial year….. (As the case may be) has actually not been audited so far'. Note: a) For proof of Annual Turnover & Net worth any one of the following documents must be submitted along with the technical bid:- (i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in (PROFORMA – B). OR (ii) Financial Statements (Audited Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent. 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.		

4.0	In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$.		
5.0	In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted (i) Turnover of the parent/ultimate parent/holding company (supporting company) should be in line with Para A.2 (1.0) above. (ii) Net Worth of the parent/ultimate parent/holding company (supporting company) should be positive in line with Para A.2 (2.0) above (iii) Corporate Guarantee (PROFORMA - C) on parent/ultimate parent/holding company's (supporting company) letter head signed by an authorized official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them. (iv) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned. The above certificate should not be more than 30 days old as on the original bid closing date.		

A.3	**COMMERCIAL**		
1.0	Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.		
2.0	The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as nonresponsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.		
3.0	Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.		
4.0	Bids containing incorrect/ false/misleading statement(s) shall be rejected.		
5.0	Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.		
6.0	Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed for the materials as called for in the tender. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier at the supplier's expenses at no extra cost to OIL.		
7.0	Successful bidder will be required to furnish Performance Security as below: 1st Performance Security @ 5 % of cost for Materials during warranty period to be submitted within 30 days of receipt of LOA/notification of award. The 1st Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement. Bidders should also undertake that in the event of AMC contract of 3 years, 2nd Performance Security @ 5% of AMC cost of 3 years to be submitted prior to expiry of 1st PBG. The 2nd Performance Security must be valid for 3(three) months beyond the AMC period indicated in the Purchase Order/contract agreement. The 1st PBG shall be released after receipt of 2nd PBG only. The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure –V: GENERAL NOTES TO BIDDERS). Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy.		
8.0	Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and hard copy of the Bank Guarantee		

	will have to be submitted directly to OIL within the Bid Closing (BC) date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder. Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 165 days from the date of original bid closing date of the tender. Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender, failing which the bid may be treated as incomplete and may lead to rejection of the bid without making any reference to the bidder. The amount of Bid Security (EMD) must be strictly as specified in the tender document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same (Please refer Annexure – V: GENERAL NOTES TO BIDDERS).		
9.0	Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure –V: GENERAL NOTES TO BIDDERS)		
10.0	Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection: i) Liquidated Damages ii) Warranty/Guarantee of material iii) Arbitration / Resolution of Dispute iv) Force Majeure v) Applicable Laws.		
11.0	A bid shall be rejected straightway if it does not conform to any one of the following clauses: a) Validity of bid shorter than the validity indicated in the Tender. b) In case the party refuses to sign Integrity Pact. c) Original Bid Security not received within the stipulated date & time mentioned in the Tender. d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.		
12.0	The bidder shall submit an undertaking/declaration as per Proforma N1 confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.		

13.0	Purchase Preferences (As quoted by bidder): a) As per Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 issued by Ministry of Micro, Small and Medium Enterprises, MSE bidders who are manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s) and whose quoted price is within price band of L1+15%, such MSE shall be considered for award of contract of 100% order quantity by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the order shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference. • Procurement Preference Sequencing (L1 + 15% Band) In case a non-MSE bidder emerges as L1 bidder, price matching by MSE bidder shall be done in the following order of preference: 1. SC/ST Women-owned MSEs 2. SC/ST owned MSEs 3. Women-owned MSEs 4. Other MSEs If any MSE bidder, irrespective of its social category or gender, emerges as L1 bidder, 100% order quantity shall be awarded to them. Or b) As per Public Procurement (Preference to Make in India), Order 2017 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Government of India vide notification no. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and P-45021/2/2017-PP (BE-II)-Part (4) Vol II dated 19.07.2024 as amended time to time, Class-I local bidder with local content equal to or more than 50% (or as amended by competent authority from time to time) shall be eligible for purchase preference of 20%. Offer evaluation and award of order shall be based on the provisions of aforesaid policy.		
14.0	Document Verification by independent third party inspection agencies (Applicable for tenders above INR 5.0 Crores only): Oil India Limited (OIL) has engaged 17 (Seventeen) Independent Inspection Agencies to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender (Details already provided in Annexure -V of Tender, Clause 30.0)		
14.1	Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) /Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empaneled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.		

14.2	The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address: Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : aparajita_gogoi@oilindia.in. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.		
14.3	An Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – S) should be submitted alongwith the Technical bid.		

PROFORMA – A

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
(*ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER*)

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC
Tender No.: _____

I …… the authorized signatory(s) of.....(Company or firm name of address) do hereby affirm and declare as under:-

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :…….
Date :……. **Signature of the authorized signatory**

Note: ***This certificate are 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.***

*****

PROFORMA – B

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 three (3) completed accounting years up to ……. **(as the case may be)** are correct.

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

Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

NOTE: ***As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.***

****

PROFORMA – C

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s .....(mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at.....herein after called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their Tender No…… for……and M/s……..(Bidder) intends to bid against the said tender and desires to have Financial support of M/s…… [Parent / Ultimate Parent/Holding Company(Delete whichever not applicable)] and whereas Parent/Ultimate Parent/Holding Company(Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR……..... Cr or USD …….. during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
   (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
   (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
   (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
   (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
   (e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
   (f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable) Witness: 1. 2.	for and on behalf of (Bidder) Witness: 1. 2.

****

PROFORMA – D

INTEGRITY PACT

Between

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

And

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

Preamble:

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

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 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:

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.

(ii) 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.

(iii) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder~~/Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

(ii) The Bidder 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.

(iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.

(iv) The Bidder 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.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The Bidder 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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process, for such reason.

1. If the Bidder 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 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 2 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 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 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) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 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.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder 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 Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer 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 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.

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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. 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) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

(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 intensions.

Aparajita Gogoi **For the Principal** Date : Place : Duliajan	**…….** **For the Bidder/Contractor** Witness 1: ..... Witness 2: .....

******

PROFORMA – E(I)

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

(To be typed on the letter head of the bidder)

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

PROFORMA – E(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(To be typed on the letter head of the bidder)

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We, M/s _____ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – E(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

(To be typed on the letter head of the bidder)

Ref. No_____
Date:_____

Tender No. _____Date:_____

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s _____, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA – F

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
GENERAL MANAGER – MATERIALS (HOD)
OIL INDIA LIMITED, MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

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

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

AND WHEREAS we (May incorporate the Bank Name) 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 arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the ……..day of……..

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

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

B. Controlling Office:
   Address of the Controlling Office of the BG issuing Bank:
   Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall is restricted up to Rs……..
(b) This guarantee shall be valid till ……

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……..(Date of Expiry of BG PLUS one year claim period).

(d) At the end of the claim period that is on or after……..(Date of expiry of…….the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank:…….

Address:……

****

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

We, M/s……. are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No……..for an amount of INR……valid
up to …… as per terms and conditions of Tender / Contract No.....

BG issuing bank details:

Bank: Branch: IFS Code:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature:

_____

Name:

_____

Vendor Code:

_____

Email ID:

_____

Mobile No.:

_____

Enclosure: Original bank guarantee

PROFORMA – G (A)

BID SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas.....(hereinafter called 'the Bidder') has submitted their Bid No. ..... dated..... against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's Tender No. .....for the supply of ..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ..... of .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this .....day of .....

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder,

or

2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity:
   a) fails or refuses to accept the order; or
   b) fails or refuses to furnish the performance security

or

3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/Email) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser 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 …….. (Bidder to indicate specific date as mentioned in the tender), 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:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs ..... .
b) This guarantee shall be valid till .....
c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).
d) At the end of the claim period that is on or after …… (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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: _____

Date: _____
Place: _____

******

PROFORMA – G (B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
……,
…….

Sub: ……
Tender No:…….

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. …… (Name of Bidder) have submitted our offer/bid
no……

We, M/s..... (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

(i) fail or refuse to execute the Contract, if required, or
(ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
(iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation: Seal:

PROFORMA - H

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No_____ Date _____

To,

General Manager (Materials)
Materials Department
Oil India Limited, Duliajan

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No._____ Dated _____

Sir,

With reference to our quotation no. …… dated…… 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 Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA - I

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

For _____Mr _____has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

Copy to: Mr _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

****

PROFORMA – J

EXCEPTION / DEVIATION PROFORMA

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

Signature of the Bidder

Name :

Seal of the company

****

PROFORMA – K

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____-dated _____.for _____.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021 / 2 / 2017 -PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is ____%.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

NOTE :
1. The tendered item fall in the list of items as per notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 issued by Ministry of Petroleum and Natural Gas. Bidders to consider the same while calculating the percentage of local content in their offer.

PROFORMA - L

LETTER OF AUTHORITY

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

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 OIL's Tender No. _____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: _____
Designation: _____

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.

****

Proforma – M
UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____dated _____. We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

Proforma – N1

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

To,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

TENDER NO. _____

Tender Description: _____

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. _____

a) We, _____(Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	Name	Address	PAN No.	GST No.	OIL Vendor Code

Place: _____
Date: _____

_____
(Name & Signature of the authorized signatory of the bidder)

Proforma – N2

PROFORMA OF DECLARATION OF NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. _____

We hereby declare that we are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of _____
Authorized signatory _____
Name _____
Designation _____
Contact No. _____

****

Proforma - O

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY

(To be submitted on official letter head)

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir

SUB : OIL's tender No. …….

M/s_____having registered office at _____intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s _____have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_____nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorized Person's Signature:_____

Name:_____

****

Proforma – P

FORMAT FOR BANK GUARANTEE LINKED WITH ADVANCE PAYMENT

TO,
OIL INDIA LIMITED, DULIAJAN - 786 602 ASSAM, INDIA

WHEREAS.....(Name of the Seller) (herein after called 'the Seller') has undertaken, in pursuance of Order No……..dated...../...../..... to supply..... (description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee from a recognized Bank for the sum specified therein as security for advance payment in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors responsible to you, on behalf of the seller, upto a total of…… (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of…… ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ..... day of .....

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date ……..

…… Witness

****

Proforma – Q

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN- XXXXXXX**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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 & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. …… (Rupees …….. only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety, Insurer.

SEALED with the said Insurer 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.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor:

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only).

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of …….. (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

_____day of_____20____at_____.

Witness: **Issuing Authority:**

…… ……

(Signature) Signature of the Authorised Signatory)

…… ……

(Name) (Name)

…… ……

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No……

Date.....

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address:** **PIN- XXXXXXX**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of

…….. (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

_____day of_____20___at _____.

Witness: **Issuing Authority:**

…… ……

(Signature) Signature of the Authorised Signatory)

…… ……

(Name) (Name)

…… ……

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No……

Date.....

INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor / Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

****

Proforma – R

Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Questionnaire.

Explanatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO2), methane (CIL), and nitrous oxide (N2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data x Emission Factor

- **Consumption Data:** Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor:** Standard values published by organizations like the IPCC
  Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO2e per liter, your emissions are: 1,000x2.68=2,680 kg CO2e
2. Electricity Consumption-Based Calculation (Scope 2):
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg $C0_2e$ per kWh, your emissions are: 5,000x0.4=2,000 kg $C0_2e$

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24	**a)** Scope 1: 10,500 kg CO2e **b)** Scope 2: 8,200 kg CO2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO2e per INR 1,000 revenue **b)** Scope 2: 1.8 kg CO2e per INR 1,000 revenue

Questionnaire for vendors and suppliers			Response
1. Emissions	What was the GHG emission for the last financial year ?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
	What was the GHG emission per unit of revenue for the last financial year?	a) Scope 1 GHG emissions (kg CO_2e)	
		b) Scope 2 GHG emissions (kg CO_2e)	
2. Decarbonization strategy & targets	Do you have a Net Zero target? If yes, please state the year		
	Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?		
	Please state the target for reduction in next financial year	a) Scope 1 GHG emissions/emissions intensity	
		b) Scope 2 GHG emissions/emissions intensity	
	Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)		
3. Waste & Water Mgt.	Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?		
	Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?		
4. Disclosures	Are your current emissions verified? If yes, please name the assuring body		
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology		
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating		

Suppliers and vendors may refer to the explanatory note for any questions or clarifications pertaining to any of the questions above.

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	Sample Response
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water Management

Waste Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	sample Response
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & **Validation of Emissions Data**

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi
Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

****

Proforma – S

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY
(To be submitted on official letter head)

TO,

GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir,

SUB : OIL's tender No. ……..

M/s_____having registered office at _____intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s _____have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_____nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:_____
Name:_____

****

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC-BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co- ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/ contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty

or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY**.**

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value*:*

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work /Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods :

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the

services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean 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 of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean 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 unjustifiable 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.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

'GST legislations' means 'any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017
(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract: The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

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

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER /AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorisation from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the

performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

9.2 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 transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **30 (Thirty)** days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of an Insurance Surety Bond/Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in

India of any Scheduled Bank incorporated in India.

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

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address
Branch Code
Code Nos. of the authorized signatory with full name and designation.
Phone Nos.
Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.8 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA **as well as GCC & SCC as prescribed in the Tender**, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims: CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims: CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR 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.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)

ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)

iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 "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.

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual 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.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual 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.

12.4.4 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.

12.4.5 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 evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 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.

12.4.7 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.

12.4.8 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.

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

12.4.10 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.

12.5 Anti-profiteering clause

12.5.1 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.

12.5.2 In case rating of Contractor 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/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/ consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools,

any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works-in-progress from time to time and the interest of Company against all risks as detailed herein subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies) that portion of any loss not covered by the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees."

14.6 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies
e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
f) Waiver of subrogation endorsement has been attached to all policies and

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilisation time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy insurance** as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, 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.

15.2 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. 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.

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further 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 loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.4 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 limited to the CONTRACTOR's liabilities agreed to under this Contract.

15.5 Except as otherwise expressly provided herein, 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 there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for 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.

15.7 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.

15.8 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.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, 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, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

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 (if not specified otherwise in SCC), 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.

c) 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.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to

sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 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.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 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 sub-CONTRACTORs or their employees or in favour of any third party(is) 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.

20.2 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, CONTRACTORs and sub-CONTRACTORs or their employees or in favour of any third party(is) 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.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or

b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other

CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;

ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;

v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.

27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.

b) Tax audit report for the above period as required under the Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/Fee/remuneration of the Indian agent/consultant/associate/

representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/consultant/representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI, ETC:

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.

2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e.

http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the `force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such `force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

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**.** [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 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 :

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 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 CONTRACTOR, 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.

33.7 Withholding will also be effected on account of the following:

i) Order issued by a Court of Law or statutory authority 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 unauthorised imports.

When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The 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 sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be

governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with

applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities

with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/ Supervisor/Junior Engineer for safe operation.

37.3 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.

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

37.5 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 shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORs harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

a) Damage to or loss of any reservoir or producing formation; and/ or

b) Damage to or loss of any well; and/ or

c) Any other subsurface damage or loss; and/ or

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any 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 and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), 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.

39.3 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.

39.4 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.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 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 and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ 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 GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/ other remedies available under the applicable laws may be availed by the Contractor.

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.3 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

1. 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

2. A party wishing to commence arbitration proceeding shall invoke an 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.

3. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interestand counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

4. The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

5. 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.

6. 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.

7. Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

9. 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. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.

12. The seat and venue of the arbitration proceeding shall be New Delhi.

42.4 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

1. If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

2. A party wishing to commence arbitration proceedings shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.

3. Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, 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.

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from, or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.6 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

a) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

b) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

c) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 **Termination on expiry of the contract**: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 **Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 **Termination for Unsatisfactory Performance**: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of 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. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 **Termination due to change of ownership and 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 written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

44.7 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 entirely or partially to the extent non-performance, 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.

44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 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 Article from **44.1 to 44.8** 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 of services as per the Contract upto the date of termination.

44.10 **Consequence 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.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

45.0 **TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract

shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 **WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid 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 COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the

COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

****