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

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

FORWARDING LETTER

WORKS CONTRACT

Sub: IFB No. CDO6639P25 – Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for the above subject service. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	**CDO6639P25**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	**25th June 2024 [11:00 Hrs. Server Time]**
(iv)	Technical Bid Opening Date & Time	:	**25th June 2024 [14:00 Hrs. Server Time]**
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii	Bid Validity	:	Minimum **120 (One Hundred and Twenty)** days from Bid Opening Date.
(ix)	Mobilization Period	:	**Thirty (30) days** from the date of issue of LOA. Refer Mobilization Clause in Part-III SCC for details.
(x)	Bid Security/EMD Amount	:	**Rs. 12,82,000.00** (Rupees Twelve Lakh Eighty Two thousand only) Refer Clause No. 12.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	**165 (One Hundred and Sixty Five Days)** from original Bid Closing date.
(xii)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiii	Amount of Performance Security	:	**10%** of Contract value **Refer Clause No. 27.0** of Instruction to Bidder (ITB)
(xiv	Validity of Performance Security	:	**90 (Ninety)** days beyond the Defect liability period
(xv)	Location of job		OIL's operational area in Assam.
(xvi	Duration of the Contract	:	The duration of contract shall be for a period of **Eighteen (18) months (including thirty (30) days of mobilization time)** from the date of issuance of the Letter of Award (LOA).
(xvi	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30.0** of General Conditions of Contract (GCC).
(xvi	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix	Pre-Bid conference	:	Not Applicable
(xx)	Last Date of receipt of Queries	:	Not applicable
(xxi	Whether tendered quantities are splittable		No

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid

digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

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

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

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

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

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

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

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

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

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

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

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

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

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

8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

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

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

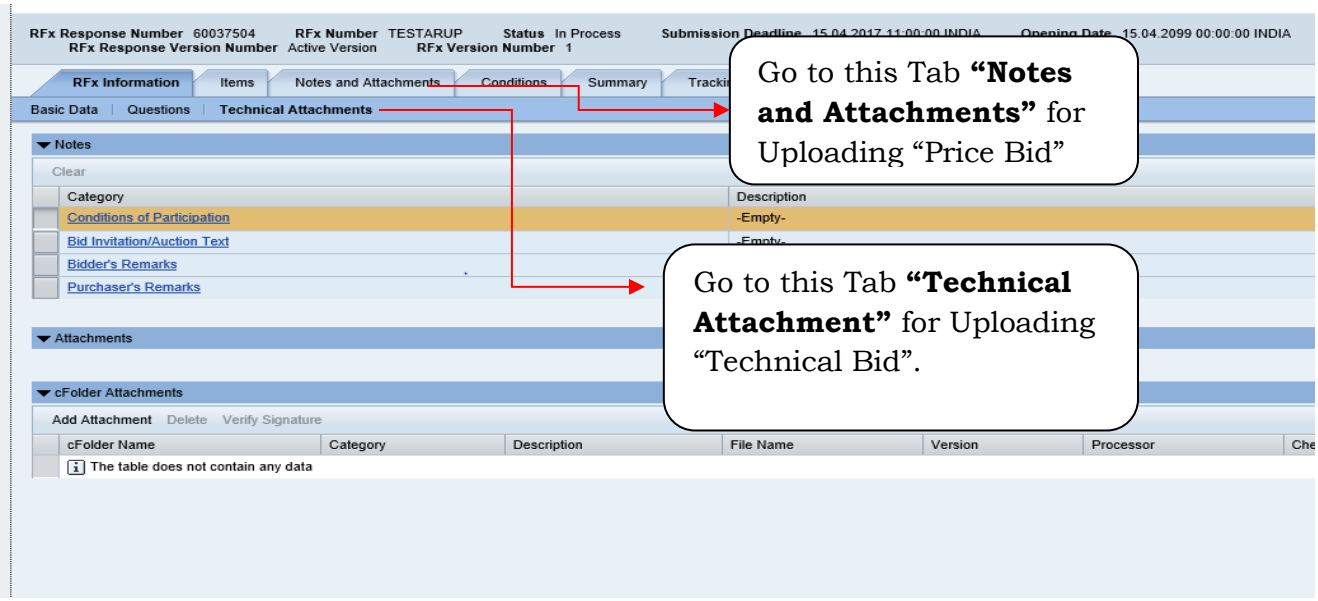
8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,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

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating

therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

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

9.0 SCREEN SHOTS



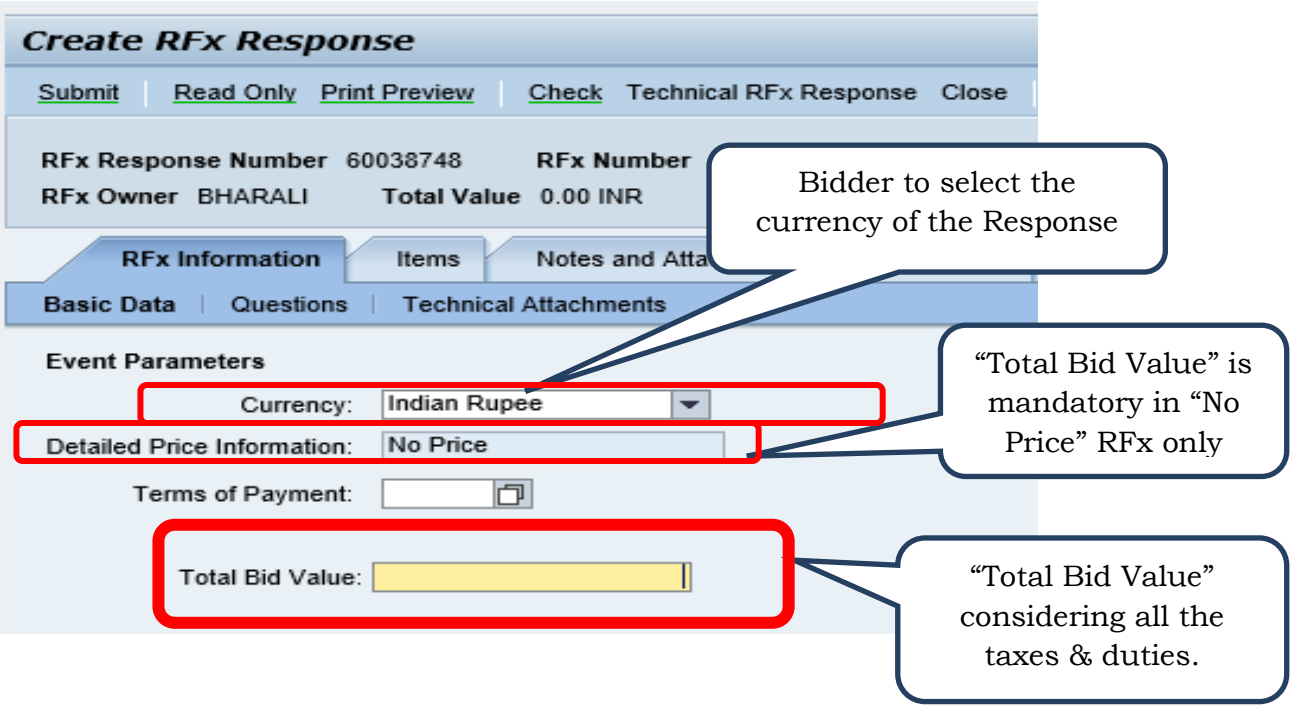
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

* The "**Technical Bid**" shall contain all techno-commercial details **except the prices**.

** The "**Priced bid**" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited through attachment form under "Notes & Attachment". As per the existing process, Bidders must upload their pricing as per the "Price Bidding Format" under **"Notes & Attachment"**. Additionally, the bidders must fill up the **on-line field "Total Bid Value"** under Tab Page **"RFx Information"** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



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

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

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

12.0 The successful bidder shall furnish a Performance Security Deposit for the amount as mentioned under Clause 2.0 (xiii) above and as indicated under Para 27.0 of ITB /10.0 of GCC before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX.**

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil-india.com.

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

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

18.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

18.1 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 bidder) 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.

18.2 "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.

18.3 "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

18.4 The beneficial owner for the purpose of para 18.3 above will be as under:

18.4.1 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 per cent. 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 shareholders' agreements or voting agreements;

18.4.2 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;

18.4.3 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;

18.4.4 Where no natural person is identified under 18.4.1 or 18.4.2 or 18.4.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

18.4.5 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.

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

18.6 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. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder for participation in this tender.

18.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

18.8 The bidders are required to provide undertaking as per **Exhibit-II & Exhibit-III** along with their bid complying with Clause No. 18.1 above for participation in this tender.

18.9 If the undertakings viz. **Exhibit-I**, **Exhibit-II** and **Exhibit-III** 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.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(SNEHAJIT DAS)
SR. OFFICER CONTRACTS (OPERATIONS)
For **CHIEF. MANAGER CONTRACTS (OPERATIONS)-SH**
For **CGM (CONTRACTS) (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 04.06.2024

INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidders is listed under BID EVALUATION CRITERIA (BEC) of the tender document.

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

2.0 BID DOCUMENTS:

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

a) A Tender Forwarding Letter
b) Instructions to Bidders (ITB)
c) Bid Evaluation Criteria (BEC)
d) General Conditions of Contract (GCC): Part-I
e) Schedule of Work, Unit, Quantities (SOQ): Part-II
f) Special Conditions of Contract (SCC): Part-III
g) Schedule of Company's Plants, Materials and Equipment (SCPME): **Part-IV [Not applicable for this Tender]**
h) Safety Measures (SM): Part–V
i) Integrity Pact (IP): Part-VI
j) Bid Form: Proforma-I
k) Statement of Non-Compliance: Proforma-II
l) Authorisation for Attending Bid Opening: Proforma-III
m) Proforma of Letter of Authority: Proforma-IV
n) Bid Security: Proforma–V
o) Proforma for E-Remittance: Proforma-VI
p) Format of Performance Security: Proforma-VII
q) Agreement Form: Proforma-VIII
r) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma–IX
s) Certificate of Compliance of Financial Criteria: Proforma–X
t) Price Bidding Format (Attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's E-Tender portal)
u) Technical Evaluation Sheet for BEC-BRC & others
v) Commercial Check List (Proforma–XI)
w) Undertaking towards submission of Bank Guarantee (Proforma–XII)
x) Undertaking for Local Content (Proforma XIII)
y) Bid Securing Declaration (Proforma-XIV) (Not required)
z) Certificate of Annual Turnover & Net Worth (Annexure–X)
aa) Technical Evaluation Sheet for BEC/BRC and others
ab) Exhibit-I, II &III
ac) Appendix- I & II

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

4.0 Bidders 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.

5.0 TRANSFERABILITY OF BID DOCUMENTS:

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

5.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

5.3 Unsolicited bids will not be considered and will be rejected straightway.

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).

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

7.0 PREPARATION OF BIDS:

7.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

7.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

8.0 Documents comprising the bid: Bids are invited under **Single Stage Two Bid System.** The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab):

a) Complete technical details of the services offered.
b) Documentary evidence established in accordance with Clause No. 11.0.
c) Bid Security as per Proforma-V.
d) Copy of Bid Form without indicating prices in Proforma-I.
e) Statement of Non-compliance as per Proforma–II.
f) Copy of Priced Bid without indicating prices.
g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the "Technical Attachments" tab.

(B) The Price Bid as per the Price Bid Format shall be uploaded in "Notes and Attachments" tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

9.0 **BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

10.0 BID PRICE:

10.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

10.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

10.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

11.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

12.0 BID SECURITY:

12.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 12.8.

12.2 All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:

a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.

b. Alternately Bid Security can also be paid through Bank Draft/Cashier's Cheque/ Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
A	Bank Name	STATE BANK OF INDIA
B	Branch Name	Duliajan
C	Branch Address	Duliajan, Dist.-Dibrugarh
D	Bank Account No.	**10494832599**
E	Type of Account	Current Account
F	IFSC Code	**SBIN0002053**
G	MICR Code	786002302
H	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Bank Guarantee/ Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but

is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 12.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming a waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 13.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

12.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.

12.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

12.5 Unsuccessful Bidder's Bid Security will be discharged and / or returned within 30 days after finalization of the Tender.

12.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. A successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.

12.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

12.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original / extended validity.

b. If the bidder modifies / revises their bid suo-moto within its original / extended validity.

c. If the bidder does not accept the contract.

d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender / contract.

e. If it is established that the bidder has submitted fraudulent documents or has indulged in corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

12..9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

12.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and / or if the Bid Security validity is shorter than the validity indicated in Tender and / or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.11 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	**ICIC0000213**
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
G	SWIFT Code	ICICINBBXXX

12.12 Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED

	Details of Beneficiary	
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	Abhay_Kumar@oilindia.in
E	Mobile No.	9480312436
F	Local Address	Duliajan, Dibrugarh, Assam-786602
G	Registered address	Duliajan, Dibrugarh, Assam-786602

13.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) **Purchase Preferences** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (**being works contract tender**). Hence, **exemption from submission of bid security against MSE Units** is not applicable for this tender.

b) **Central as well as State Government Departments and Public Sector Undertakings (CPSUs)** are exempted from submitting bid security.

Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

14.0 PERIOD OF VALIDITY OF BIDS:

14.1 Bids shall remain valid as per the requirement mentioned in Introduction from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for a minimum of **120 days** from Bid Opening Date.

14.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

15.0 SIGNING & SUBMISSION OF BIDS:

15.1 Signing of bids:

15.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class-3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating

under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

15.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

15.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

15.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

15.2 Submission of bids:

The tender is processed under **Single Stage Two Bid** system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before **12.45 Hrs (IST)** on the bid closing date indicated in the IFB :

a) Printed catalogue and literature if called for in the bid document.

b) Any other document required to be submitted in original as per bid document.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

15.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their noncompliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.

15.2.2 Timely delivery of the documents in physical form as stated in Para 15.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last-minute rush/network problems.

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

16.3 The documents in physical form as stated in Para 15.2 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

17.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form, if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

18.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

18.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.

19.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

20.0 BID OPENING AND EVALUATION:

20.1 The company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Introduction. However, an authorization letter (as per **Proforma-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

20.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

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

20.4 Bids which have been withdrawn pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

20.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.

20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e., document is deficient or missing), or due to some statement at other place of the Bid (i.e., reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

21.0 OPENING OF PRICED BIDS:

21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.

21.2 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

21.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per the BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 Discounts/Rebates:

22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

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

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 20.0 above, no Bidder shall contact the Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 20.6.

23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

24.0 AWARD OF CONTRACT:

24.1 **Award criteria:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

26.0 NOTIFICATION OF AWARD:

26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.

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

27.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Introduction, within 30 (thirty) days from the date of issue of Letter of Award (LOA).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **Proforma-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **Proforma-XII**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan

c	Branch Address	Duliajan, Dist-Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. Bidder can also submit the performance security in the form of Electronic Bank Guarantee (e-BG) from any of the following banks:

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	Axis Bank limited	**8**	IDFC First Bank
2	Bank Of Baroda	**9**	Indian Bank
3	Canara Bank	**10**	Indian Overseas Bank
4	Federal Bank	**11**	IndusInd Bank
5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

Beneficiary details for issue of e-BG:

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	Abhay_Kumar@oilindia.in
E	Mobile No.	9480312436
F	Local Address	Duliajan, Dibrugarh, Assam-786602
G	Registered address	Duliajan, Dibrugarh, Assam-786602

d. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

27.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

27.3 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.

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI BANK LTD.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602
D	IFSC Code	**ICIC0000213**
E	Company name	Oil India Limited
F	Unique Identifier Code (Field 7037)	OIL503988890
G	SWIFT Code	ICICINBBXXX

27.4 In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.

Full address of the issuing bank
Branch Code
Authorised signatory with full name and designation
Phone (Mobile) Numbers of the branch
Email address of the branch
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from **bank's official email id** to Oil India's following e-mail id **(FD_PS@OILINDIA.IN):**

FD NO.	**Issue Date**	**Maturity Date**	**FD Amount**	**Beneficiary / Contractor Name**	**Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)**	**FD amount pledged (in ₹) as per bank's books of accounts**	**Mode of FD Renewal (Auto Renewal/Auto closure)**	**Remarks (if any) of the issuing Bank**
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

27.6 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

27.7 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

28.0 SIGNING OF CONTRACT:

28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of the LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

28.3 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. The bidder will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

29.0 CREDIT FACILITY: Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

30.0 MOBILISATION AND ADVANCE PAYMENT:

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

30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

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

31.0 INTEGRITY PACT:

31.1 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part VI**/Integrity Pact" of the tender document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

31.3 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 Independent External Monitors (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 organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.) [Former Director, NCRB, MHA], Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC) and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA
E-mail: rpawar61@hotmail.com

b. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner (CVC)
E-mail: tmbhasin@gmail.com

c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

32.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document 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.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from the responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

34.0 GOODS AND SERVICES TAX:

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

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

34.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

34.3 **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.

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

34.4 **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.

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

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

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

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

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

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

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

34.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

34.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

35.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.
The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit the Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs:

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

36.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

37.0 Bidders may contact the following in case of any query:

E-mail: contracts-operations@oilindia.in

**********X**********

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

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

1.1 ELIGIBILITY CRITERIA: The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** (including subsequent amendments thereof, if any) shall be applicable.

Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

(a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be liable for rejection.

(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XIII**]

(c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

2.0 TECHNICAL EVALUATION CRITERIA

2.1 EXPERIENCE:

The bidder must have experience in successfully executing/completing **'SIMILAR WORK'** (s) in previous 07 (Seven) years to be reckoned from the original bid closing date, as under-

1. One completed **'SIMILAR WORK'** costing not less than the amount equal to **Rs. 5,12,41,000.00 (Rupees Five Crore Twelve Lakh Forty One Thousand only).**

OR

2. Two completed **'SIMILAR WORK' (s)** each costing not less than the amount equal to **Rs. 3,20,26,000.00 (Rupees Three Crore Twenty Lakh Eighty Twenty Six Thousand only).**

OR

3. Three completed **'SIMILAR WORK' (s)** each costing not less than the amount equal to **Rs. 2,56,21,000.00 (Rupees Two Core Fifty Six Lakh Twenty One Thousand only).**

OR

4. One completed **'SIMILAR WORK'** of minimum length of **19.2 KM**.

OR

5**.** Two completed **'SIMILAR WORK'(s),** each of minimum length of **12 KM**.

OR

6**.** Three completed **'SIMILAR WORK'(s),** each of minimum length of **9.6 KM**.

Notes to BEC Clause 2.1 above:

a. "**SIMILAR WORK"** mentioned in Clause No. 2.1 means " Construction of Crude Oil/Petroleum Product/Gas transportation welded pipe lines of minimum 200mm NB in any E&P Industry (E&P means any company engaged in exploration and production of crude oil & natural gas) or Midstream or Downstream Oil and Gas Company conforming to ASME B31.4/ 31.8."

b. Proof of requisite Experience, viz award and subsequent successful execution/completion of '**SIMILAR WORK**' (refer Clause no. 2.1 above), must be substantiated by submission of the following documents along with the bid:

A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above.

AND

B. Job Completion Certificate showing:

i. Gross value of job/quantity done
ii. Nature of job done and Work order no./Contract no.
iii. Contract period and date of completion

OR

SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the Client/End User indicating the following:

i. Work order no./Contract no.
ii. Gross value of jobs/quantity done
iii. Period of Service
iv. Nature of Service

c. In case requisite experience is against **OIL's Contract,** the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work.

d. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.

e. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience.

f. Following work experience will also be taken into consideration:

(i) If the prospective bidder has executed contract(s) in which "SIMILAR WORK" is also a component of the contract.

(ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

(iii) If the prospective bidder is executing **'SIMILAR WORK'** which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.

For proof of work experience against Para f. above, to satisfy a) work defined above b) minimum prescribed value/quantity c) prescribed period of 07 years, bidder(s) must submit the Contract document / LoA / WO showing details of work along with breakup of 'SIMILAR' work and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value/quantity, issued by end user or a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

g. In case of **'SIMILAR WORK'** executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'f' above, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.

h. **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC.

i. Bids submitted for part of the work will be rejected.

j. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.

2.2 The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.

2.3 EQUIPMENT DEPLOYMENT CRITERIA:

Bidder shall meet the minimum construction equipment requirement as specified as per **Annexure- A** to SCC in the bidding document.

Documents Required for Qualification-

A. The bidder shall submit the certificate from chartered accountant/ Statutory Auditor (for 'ownership / possession' of equipment / vehicles) as per **Format F-1** enclosed in the Bid Document. The Contractor may hire the Pipe trailer and/or Excavator/ Backhoe through lease deed/MoU and in such case has to submit the lease deed/MOU along with the technical bid, failing to which their bid will be liable for rejection.

B. The bidder must provide an undertaking as per **PROFORMA-XIV** in their letter head that- "During mobilization of the contract, the owned equipment as certified in **Format F-1** as well the leased / hired equipment shall be available at 'Duliajan' for physical verification by a company representative, and in the event of failure to produce the equipment at 'Duliajan' during mobilization, mobilization shall be construed as incomplete."

2.4 Bids without adequate documentary proof as per clause no. 2.3 above, shall be liable for rejection.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder from operations during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 2,13,51,000.00 (Rupees Two Crore Thirteen Lakh Fifty One Thousand only).**

[Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation 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).**]**

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

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium account (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".**]**

Notes to BEC Clause 3.0 above:

a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

(i) Audited Balance Sheet along with Profit & Loss account.

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.

e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 4.1 & 4.2.

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

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

4.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender **(being works contract tender)**. Hence, Purchase Preferences allowed as per Government Guidelines in Vogue and exemption from submission of bid security against MSE Units is **not applicable** for this tender. For details of submission of bid security bidder may refer ITB clause no. 12.0 of the tender.

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

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

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

4.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document. In this regard, Bidder must submit duly filled up **Proforma-VIII.**

4.8 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

The Price Bid Format of this tender incorporates a weightage range for each of the line items. Bidders are allowed to quote as per the weightage within the upper and lower limit specified for each of the line items. Bids submitted without adhering to the weightage limits, as described in the Price Bid Format(s), shall be liable for rejection.

4.9 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid shall be rejected:

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

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

4.11 Bid received with validity of offer less than 120 (One hundred twenty) days from Bid Opening Date will be rejected.

4.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's

competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

4.13 Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

4.14 Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.

4.15 Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation

5.0 PRICE EVALUATION CRITERIA:

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

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

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

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

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

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

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

5.8 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

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

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

6.0 GENERAL:

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

6.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

6.3 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

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

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

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

6.7 The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.

7.0 PURCHASE PREFERENCE CLAUSE:

7.1 PURCHASE PREFERENCE TO MSE BIDDERS: Purchase Preference allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender (being works contract tender).

7.2 PURCHASE PREFERENCE POLICY (PP-MII): Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India 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) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (PP-MII) shall have to comply with all the provisions of Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 or subsequent amendments, if any.

8.0 AWARD OF CONTRACT: Contract (s) for hiring of the tendered services shall be awarded as below**:**

A. L-1 bidder is a Class I PPLC bidder: In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder.

B. L-1 Bidder is other than Class I PPLC: In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on.
In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

Matching of Price: The 'Total Price' shall be matched with that of the L1 bidder by reducing the differential rates proportionately limiting to the range as per price bid format or otherwise against the line items where their rates/prices are higher than that of the L1

bidder. The original rates quoted by the bidders will not be allowed to increase under any circumstances.

9.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:

9.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. DNV Inspection India Private Limited	a. mangesh.gaonkar@dnv.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulfllloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulfllloyds.com d. gulfllloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified **Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL shall not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. 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 to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening.** Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.4 The methodology of inspection/verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They 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 shall reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents (but not limited to) are normally categorized as under:

- **General Requirement:**

  - Check Bidder's PAN Card
  - Check Bidder's GST Certificate
  - Check ITR of company - last three years (minimum)
  - Check Bidder's Certificate of Incorporation – Domestic Bidder.

- **Additional Documents: (If applicable against the tender)**

- 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.

- **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.

Notes:

(a) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Self-Undertaking furnished by the bidder in support of their bid may not be TPI verified.

(b) Format for Inspection Certificate from TPI Agency as per format **(Proforma-XV)** enclosed should be submitted along with the Bid.

10.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA: Bidders should submit Undertaking as mentioned in the forwarding letter that their bid is compliant to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

11.0 DOCUMENT AUTHENTICITY UNDERTAKING: Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.

12.0 COMPLIANCE OF THE COMPETITION ACT, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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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 PERFORMANCE SECURITY:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) 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 a 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 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

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. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 CONTRACTOR shall require all of his 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 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
g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 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.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured:

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

14.10 Waiver of subrogation:

All insurance policies of the 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".

14.11 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 insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is

reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 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".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORs to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Workman Compensation and/ Employers' Liability Insurance**: Workmen's compensation and employer's liability 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 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.

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.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

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 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 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, the same shall be referred to Arbitration as provided hereunder:

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.

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, 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.

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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.

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)

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:

(i) 20% of the fees if the claimant has not submitted statement of claim.

(ii) 40% of the fees if the pleadings are complete

(iii) 60% of the fees if the hearing has commenced.

(iv) 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/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In 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 Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14) 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.

42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

a) 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) 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 OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding 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

c) 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.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the 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.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) 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.

b) 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).

c) 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.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) 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. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) 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 and authenticated by all the OEC members either in person or through circulation. 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.

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

h) 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.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) 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.

k) 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.

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

42.5 Exclusions

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

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/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

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/CONTRACTOR.

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.

iv) Any claim which is less than Rs. 25 Lakh.

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 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.

DESCRIPTION OF WORK/SERVICE

Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.

Item no	Description of Work	UOM	QTY
10	**Transportation materials to site** Handling , loading , transportation and unloading of owner supplied materials from owner's designated places of issue / dump site to contractors own stock yard / work shop / work site without causing any damage to the pipes, other materials. Defective pipes shall be rejected at yard prior to receiving with the approval of Company's Engineer. Length of the pipe will vary from 10 to 13 m.	TKM (Ton Kilomtere)	90,733.03
20	**Clearing and Grading** Clearing / removal / disposal of farm corps, undergrowths, trees, any other items on the pipeline route segment/ work area, Grading / Leveling / Bulldozing of existing/ new pipeline route segment for entire width to make a leveled contour. All labour, equipment, consumables etc. shall be arranged and supplied by the Contractor. This item excludes roads/ railways/ highways/ water bodies crossings.	M2 (Square Metre)	2,32,000.00
30	**Swabbing, Cleaning and Stringing of Pipe for 250mm NB pipeline** Manual stringing of pipe joints in sand bags along the pipeline route. Cleaning the inside of the pipe by manualy or any other suitable means prior to welding. Pipe ends to be checked/ repaired if required for welding. The tools and tackles required are to be provided by the Contractor. This item excludes roads/ railways/ highways/water bodies crossings.	M (Metre)	23,200.00
40	**Qualification of Welders** Contractor has to arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to collect the test piece from the company's pipe yard and make the test piece for welders test.	JOB	1.00

	Third party inspection agency shall be engaged by contractor and the credential of the TP have to be submitted. All the relevant document such as welding rod, machine have to be submitted before starting of the job. All machineries equipment has to be arranged by the contractor at no extra cost to the company. For 250 mm NB pipeline		
50	**Welding of Pipe Joints for 250 mm NB pipeline** Welding of pipe joints and fittings as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. Welders engaged for this job. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes water body crossings.	NO (Number)	2,400.00
60	**Tie In Joints for For 250 mm NB Pipeline** trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations.	NO (Number)	48.00
70	**Cross trenching** Excavation of earth / trench cutting of suitable depth in places for identification of under ground pipeline / cables and other facilities and backfilling after identification. Measurement shall be on length of the trench required for identification.	M (Metre)	250.00
80	**Excavation of Earth normal soil** Excavation of open trench along the pipeline route upto a maximum depth of 1.5 m. The bottom & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the pipeline route irrespective of the quality of earth like slushy or water logged area or normal soil. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench	M3 (Cubic Metre)	44,100.00

	shall be as per site condition or as directed by the Company.		
90	**Excavation of Earth hard soil** Excavation of open trench upto a maximum depth of 1.5 m. This shall include all the trenching jobs along the pipeline route irrespective of the quality of earth like slushy or water logged area or hard stand area. This item is applicable in well plinth area, open cut road crossings without casing and where hard stand has to be broken for laying of pipeline.This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.	M3 (Cubic Metre)	8,100.00
100	**Lowering the Pipes** Lowering of the bare/ coated pipe to the bottom of the previously prepared trench without causing damage to the pipe coating. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the pipe. Any damage to the pipe coating during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe. This item excludes all crossings. For 250 mm NB pipeline	M (Metre)	23,200.00
110	**Backfilling the Trench** After lowering the pipe the trench should be backfilled with previously cut out earth including ramming without watering so that the pipeline is covered. The top of the backfilled trench shall be upto a maximum 150 mm over the original level for visual identification & settlement in future. The item rate shall be inclusive of crowning after backfilling of the trench. This item excludes all crossings	M (Metre)	23,200.00
120	**Hydrotesting for 250 mm NB up to 105 kg/cm2** Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned below or as directed by the user	M (Metre)	24,000.00

	department for a maximum period of 6 hrs. (continuous). The water required for hydrotesting should be arranged by the contractor. The job shall be carried out as per the SOP. All arrangements including pressure recorder/ pressure gauge etc shall be done by the contractor. The contractor shall engage sufficient number of competent people over the entire line to keep vigilance on the line during the test. In case of failure, the contractor shall locate it and report to the site Engineer / Supervisor of the Company. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pressure test free of charge.		
130	**Road crossing with casing by Manual Boring with up to 400 mm NB Casing Pipe** Boring of public road / embankment etc, shall be carriedout by Manual Boring method using Auger tool. Boring shall be done by contractor for inserting casing pipe and subsequent insertion of carrier pipe in the casing. To maintain an earth cover upto a maximum depth of 2 m the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.	M (Metre)	300.00
140	**Open cut cased road crossing With upto 400mm NB Casing Pipe** Installation of casing pipe by open cut for Road / embankment etc. wherever required in all types of soils and terrain and subsequent insertion of carrier pipe in the casing. After inserting the casing pipe and carrier pipe, the trench should be backfilled with previously cut out earth including ramming without watering so that the pipeline is covered.	M (Metre)	100.00
150	**Water body crossing by open cut for 400 mm NB pipe** Submerged Crossing of river/ water body/ nallah of upto 5 m width/ lake to a depth of minimum 1.0 m below the permanent bed level of the rivers / water bodies at the position of crossing. All jobs associated with the item viz. handling, aligning, welding of pipe joints and fiitings, supply of all	M (Metre)	100.00

	equipment / labour / consumables for excavation and crossing will be carried out and arranged by the contractor. Measurement of this item will be done from the over bend of one side to the over bend of the other side along the profile of the line.		
160	**Hook up for 250 mm NB pipeline** Hook up with existing pipeline. All works related to hook up of the new line with existing / another pipe line shall be carried out as per industry practice by following all safety norms. The job includes making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of COMPANY.	JOB	1.00
170	**Mobilisation and Demobilisation** Payment for mobilisation and demobilisation will be entitled if the contractor has mobilised and completed all the assigned job.	NO	1.00
180	**Fabrication and Installation of pipe Support** Fabrication and installation of pipe support. The support should be fabricated as an I section. The post of the support will be piled into the ground. The pipe support may be fabricated in marshy and water logged area.	NO (Number)	100.00
190	**Welding of Misc Jobs** Welding of pipe joints and fittings as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes water bodies crossings.	CM (Centimetre)	17,150.68

200	**Primer/Paint Application** Welded pipe line and its fittings to be laid over-ground shall receive the following anti-corrosive protection. Manual cleaning and then application of primer and paint.	M2 (square metre)	68.58
210	**Fabrication of cold bend for 250mm NB pipeline** Fabrication of field cold bend having minimum radius of curvature 30D. In no case the pipe axis bend angle should be more than 22.1/2 degree. Bend shall be free from deformities. Defective bends will be rejected.	NO (Number)	70.00
220	**Installation of Valves** "Installation of supplied valves like Gate / Check / Ball / Plug / Globe / Control Valves etc. of different sizes on pipeline laid over ground / overhead / all all elevation whenever required with proper gaskets, studs / bolts & nuts in both sides as per the instruction of site Engineer. No tension on existing piping shall be allowed during installation. Per Job Per Inch Dia . Example 6"" 2 nos valve = 6X 2 =12, 8"" 3 nos valve= 8X 3= 24"	PJI (Per Job Per Inch Dia)	240.00
230	**Installation of Scrapper Barrel** Taking delivery from Company's yard, loading, transportation, unloading and erection of Pig Trap as per the requirments, specifications, instructions of COMPANY's representative/ site engineer.	NO (Number)	2.00
240	**Erection of Scraper shed** Erection of Pigtrap Shed Supply, fabrication, erection and installation of Pig Trap Sheds as per specifications and drawing . The item also includes, construction of drain of around the shed . All materials, equipment, consumables, labour, etc. required for the job will be supplied by the contractor	M2 (Square Metre)	200.00

250	**Installation of Weld Joint sleeve for 250 mm NB pipeline** Application of Heat shrinkable joint sleeve on weld joint by cleaning of exterior surface of pipes as per the requirments and subsequent priming of cleaned surfaces. All equipments and materials for cleaning and application of the coating material have to be arange by the contractor.The coated pipe shall be subjected to Holiday Detection test for perfection. Defective section of the pipes shall be repaired at contractor's cost. The Holiday testing shall be carried out by Third party Inspectors. The contractor shall provide assistance during the testing operation.	NO (Number)	2,600.00
260	**Holiday inspection services for 250mm NB pipeline** Providing the services of Holiday inspection. The job involvement is providing the holiday detector machine with all accessories for inspection of coating of the pipe. The pipeline Holiday inspection shall be carried out by the Third party Inspectors at minimum 15 KV. All defects shall be repaired at Contractor's cost.	M (Metre)	24,000.00
270	**Services of Radiography for 250mm NB pipeline** The welding joints shall be radiographically inspected. Contractor shall engage qualified Radiographer having valid certificate from BARC (Bhaba Atomic Research Centre) and shall use approved remote Camera. The contractor shall also comply with all the latest norms relating to radiation safety as stiplated by BARC.	JT (Joint)	2,600.00
280	**Coating repair for 250mm NB pipeline** Repair of cosmetic defects in coating attributable to COMPANY(OIL) noted at the time of taking delivery from the line pipe supplier at Yard, including supply of all coating repair materials, supply of all consumables, utilities, equipment and manpower, pipe cleaning and surface preparation, testing and performing all works necessary for completion of works strictly in accordance with the relevant specifications and	CM2 (Square Centimetre)	6,429.15

	instructions of COMPANY's representatives/ in Charge.		
290	**Supply of Insulator for 250mm NB pipeline**	NO (Number)	234.00
300	**Supply of End Seal for 250mm NB pipeline** Heat Shrinkable, thick walled synthetic rubber with fibre glass reinforcement and adhesive sealant. Type: Open type with pre-attended zipper of non-corrosive material having a covering flap with adhesive sealant.	NO (Number)	70.00
310	**Supply of Heat Shrinkable Sleeve for 250mm NB pipeline** Heat shrinkable wraparound sleeve shall consist of radiation cross-linked, thermally stabilized, ultraviolet resistant semi-rigid polyolefin backing with a uniform thickness of high shear strength thermoplastic / co-polymer hot melt adhesive. The joint coating system shall consist of a solvent free epoxy primer applied to the pipe surface prior to sleeve application. The backing shall be provided with suitable means (thermo-chrome paint, dimple, or other means) to indicate the desired heat during shrinking in field is attained. The sleeve shall be supplied in pre-cut sizes to suit the pipe diameter and the requirements of overlap. The heat shrinkable wraparound sleeve shall have the required adhesive properties when applied on various commercial pre-coating materials of reputed manufacturer.	NO (Number)	2,600.00
320	**Pipeline Geometry Survey (EGP) for 250mm NB pipeline** Pipeline Geometry Pigging includes providing of all resources at site, carrying out required preparatory pig runs, running of magnetic cleaning pig, data analysis, documentation etc., complete in all respects. The EGP shall be capable of recording the entire length of the pipe segment in one single run. The measurement shall cover the entire 360 Degree of Internal Pipe Circumference using properly oriented and	M (Metre)	24,000.00

	sufficient nos. of sensors. The tool shall be capable of identify and locate Individual Girth Weld, Dent/ ovality/ buckles/ ripples/ change of thickness etc., Valves, Tap-offs. EGP shall have valid calibration and copy of calibration shall be submitted to client. Bidders are free to avail back-up services from any reputed pigging company for above specialized services. All risks and costs of pig getting stuck shall be with the contractor and all costs of retrieving such pig shall be borne by the contractor.		
330	**Road/Railway/Highway/Embankment crossing with casing by Mechanised boring** Boring of public road /Railway / Highway/ embankment etc, shall be carried out by Mechanised Boring Method. Boring shall be done by contractor for inserting casing pipe,installation of insulators,subsequent insertion of carrier pipe in the casing, installation of end seals and vent pipes. To maintain an earth cover upto a maximum depth of 2 m the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road. The carrier pipe has to be prehydrotested for 6 hours before installing into the casing pipe For Boring with 400 mm NB Casing Pipe	M (Metre)	300.00
1. Tenure of Agreement: The duration of contract shall be for a period of **Eighteen (18) months (including thirty (30) days of mobilization time)** from the date of issuance of the Letter of Award (LOA).			
2. Mobilisation Period: Thirty (30) days from the date of issue of LOA.			

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SECTION I:

Definition	Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.
Mobilization	DETAILS OF MOBILISATION 1. Mobilisation shall start from the date of issue of LOA. 2. Mobilisation shall be considered complete on submission/ placement of the following- a)Submission of a general Safe Operating Procedure to the COMPANY. b)Submission of credentials of the INSPECTION AGENCY to be engaged by the CONTRACTOR for work specified in relevant Clause. c)Submission of List of workers to be deployed alongwith Form-WP Labour Clearance and medical fitness certificate (Form-O), Insurance Documents as specified under relevant clause, Provident Fund UAN of workers / or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence). d) Physical verification of the Contractor owned equipment as certified in Format F-1 (submitted with bid document). These equipment shall be available at 'Duliajan' for physical verification by company representative. In an event the Contractor is unable to produce the equipment at 'Duliajan' for physical verification, Mobilization shall be deemed incomplete. 3. Mobilisation Period: - Mobilisation shall be completed within 30 days from the date of issue of LOA. 4. The Contractor shall receive an intimation letter by the Company about completion of mobilization. Based on completion of mobilization, Company shall issue the Work Order. On compliance of the above, as mentioned in para 1 to 4, Mobilization shall be treated as complete.

Duration of contract	The duration of contract shall be for a period of **Eighteen (18) months (including thirty (30) days of mobilization time)** from the date of issuance of the Letter of Award (LOA).
Performance Security	10% of Contract Value
Terms of Payment	On account payment may be made, based on actual value of work done as per scope of work. Such part payments shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made. The final bill will comprise of 4% of the actual work done and the same shall be released only on submission of Pipe Book, Test Reports, As-Built Drawings, and other documentation works such as material reconciliation etc. Final payment will be made only after satisfactory completion of the work. Note: 1) All the payments will be based on the certified volume of jobs in the joint measurement sheet to be submitted by the contractor along with the invoices. 2) Payment for Mobilization and De-mobilization, 50% payment for initial mobilization completion and 50% after overall completion of the works and site clearances. **COMPLIANCE TOWARDS LOCAL CONTENT** i) Contractor shall have to comply with the provision of Public Procurement (Preference to Make in India) Order, 2017 and as amended time to time by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. As compliance to the said order, the Contractor had stated minimum local content as ___ % during the bidding stage, which they must maintain during the execution period. ii) The Contractor shall submit a Local Content Certificate certifying the percentage of local content along with each invoice. iii) Such certificate should be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. [Only in case the awarded Contract value is more than ₹ 10 Crore].

	iv) The percentage of Local Content may vary with each invoice while contractor will have to maintain the overall percentage of local content for the total work/purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raise up to that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages.
Submission of Invoice	CONTRACTOR shall send invoice to COMPANY after completion of an allotted job. The invoice shall be submitted after successful completion of the job. All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link: https://vim.oilindia.in/velocious-portal-app/.
Insurance	1. Employees' compensation insurance as required by the laws of the country of origin of the employee. 2. General Public Liability Insurance or Comprehensive General 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. 3. Carrier's Legal Liability Insurance- 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. 4. 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 If any of the above policy expire or / are cancelled during the term of the contract and contractor fails for any reason to renew such policies, among other things, a penal interest @ 1% of the Total Contract Value shall be charged towards not fulfilling of the contractual obligations. The insurance policies mentioned above amends the GCC clause no. 14.16 for applicable insurance policies.

Liquidated Damage	**LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value. (GST is not applicable on LD)
Provision of Personnel facilities	**FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WORKSITE:** Food, accommodation, transportation & medical facility of Contractor's personnel shall be their sole responsibility and company shall have no obligation or liability on regards to the same.
Warranty and remedy of defects	The Warranty and Defect Liability Period shall be a period of **12 (Twelve) months** from date of completion of contract.
Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may b	Contractor's Liability.
Subcontracting: Allowed/Not Allowed	Not Allowed. However, only the following item under scope of this contract is allowed for sub-contracting: a) Electronic Geometry Pigging (EGP). (Line Item No. 32)
If allowed, define Petty Services	Contractors are allowed to avail back-up services from any reputed pigging company for Pipeline Geometry Survey (EGP) only. (Line Item No. 32)
Address details for submission of invoice	All Invoices are to be sent to the following address: (GM-OGPL&P) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam

SECTION II: GOODS AND SERVICES TAX:

1 In view of GST Implementation from 1st July 2017, all taxes and duties including

Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

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

2. "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.

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

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

5. 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.

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

6. 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.

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

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

Chartered Accountant for deposit of GST collected from OIL.

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

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

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

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

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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

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

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

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

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

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

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

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

21. 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.

22. 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.

23. 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.

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

25. 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.

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

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

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

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

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
   Note: OIL GSTIN numbers are as follows:
   Assam :18AAACO2352C1ZW
   Arunachal Pradesh:12AAACO2352C1Z8
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services [SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

i) The original copy being marked as ORIGINAL FOR RECIPIENT;
ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

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

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

SECTION-III: SPECIAL TERMS AND CONDITIONS

Details of the Service	Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.
Area of Operation	OIL's operational area in Assam
HSE Policy	Refer **Part - V: Safety Measures** of Tender document.
Interim de-Mobilization and Re-mobilization	Not Applicable
Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** CGM (Contracts-HoD) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters** GM(OGPL&P) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 8390 Email: ogpl@oilindia.in **Contractor** _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.

<table>
<tr><td>RECORDS, REPORTS AND INSPECTION</td><td>1. Daily Progress Report
2. Welder qualification Report
3. Radiography Report
4. Holiday Inspection Report
5. Hydrotest report
6. Pipeline Geometry Survey (EGP) report.
7. Material Reconciliation report
8. Pipe Book
9. As-Built Drawings
10. KMZ (Google Earth) file of the laid pipeline.</td></tr>
<tr><td>PENALTY</td><td>
<table>
<tr><th>Sl. No.</th><th>Nature of Discrepancies in services</th><th>Rate of Penalty</th></tr>
<tr><td>1.</td><td>Non deployment /short deployment of equipment(s)</td><td>Rs 700.00/- per equipment per instance</td></tr>
<tr><td>2.</td><td>Company supplied material lost from Contractor’s custody</td><td>Actual value of the material as shown in ERP system of OIL.</td></tr>
<tr><td>3.</td><td>Insurance expiry</td><td>In case of non-renewal/expiry/cancellation of during the term of the contract and contractor fails for any reason to renew such policies, among other things, a penal interest @ 1% of the Total Contract Value (excluding GST) shall be charged towards not fulfilling of the contractual obligations.</td></tr>
</table>
</td></tr>
<tr><td>Financing of Trade Receivables Of Micro And Small Enterprises (MSEs) Through Trade Receivables Discounting System (Treds) Platform:</td><td>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 and M/s A TREDS Ltd. (Invoice Mart). 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.</td></tr>
</table>

	(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 an MSE Vendor (Seller). (ii) Seller means an MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).
ABNORMALLY HIGH UNIT RATES/ABNORMALLY LOW UNIT RATES (AHR/ALR ITEMS)	Against tender for item-rate contracts where the quoted rate is above (+)/below (-) 50% (Fifty Percent) of Company's estimated rate, such items quoted by the successful bidder shall be considered as Abnormally High Rate/Abnormally Low Rate (AHR/ALR) items. Company reserves the right to negotiate rates of all such AHR items, in addition to any other items of the tender as may be considered appropriate, before award of contract. Also, the successful bidder shall provide the analysis of rates quoted for AHR/ALR items to justify the reasonability, if requested by Company. Bidder shall confirm acceptance to the reduced item rates agreed during negotiation and payment shall be based on the agreed rates. The Contractor shall obtain prior permission from Company's Engineer in-charge/Project Manager (Company's designated officer for job supervision during execution) before executing any quantity in excess, in case the quantities against such AHR items exceed the specified quantities provisioned in the Scheduled of Rate (SOR)/Bill of Quantity (BOQ). Payment of AHR items in excess of quantities stipulated in SOR/BOQ shall be made at the least/lowest of the following rates: (a) Rates as per SOR (quoted/agreed by the contractor) (b) Rate of the item which shall be derived as follows: (i) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

	(ii) In case above rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, materials and labour plus 15% (max) to cover contractor's supervision, profit, overhead & other expenses.

SECTION IV: SCOPE OF WORK & TERMS OF REFERENCE

A. INTRODUCTION:-

A.1. Oil India Limited (OIL), a Government of India "MAHARATNA" Category Enterprise, engaged in the business of Exploration, Production & Transportation of Crude Oil and Natural Gas and Production of LPG.

A.2. OIL intends to transport gas from Lakwagaon Field by constructing a 250mm NB gas pipeline from the upcoming Lakwagaon GGS to Moran OCS. This pipeline project aims to efficiently evacuate gas resources from the field, ensuring smooth and effective operations for gas transportation and distribution.

A.3. It is now intended to hire services for Pipeline Laying and associated services for above job.

1.0 PROJECT EXECUTION PLAN

Description of Work: Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.

1.1 As soon as the contract is awarded and Letter of Award (LOA) is issued, the pipeline route shall be handed over to the CONTRACTOR. The pipeline route shall be handed over either in one go or in phases depending on acquisition of the same by the COMPANY. The CONTRACTOR shall plan and mobilize for the activities accordingly.

1.2 After completion of the Preparatory activities the CONTRACTOR shall take up the construction activities of the pipelines. Depending on availability of the line pipes, which are being procured by the COMPANY, there may be time lag between completion of Pre Project-Activities and start of actual laying of the pipelines. However, no idle time claim of the CONTRACTOR shall be entertained by the COMPANY on account of delay in start of pipeline construction job.

2.0 MOBILISATION

The CONTRACTOR shall start Mobilization immediate on issue of Mobilization Notice. The contract will be signed after the submission of Performance Security by the CONTRACTOR. On completion of mobilisation the COMPANY shall issue work order to the CONTRACTOR, specifying the date of commencement of the work at site.

3.0 DETAILS OF MOBILISATION

1. Mobilisation shall start from the date of issue of LOA.
2. Mobilisation shall be considered complete on submission/ placement of the following-

a) Submission of a general Safe Operating Procedure to the COMPANY.

b) Submission of credentials of the INSPECTION AGENCY to be engaged by the CONTRACTOR for work specified in relevant Clause.

c)Submission of List of workers to be deployed alongwith Form-WP, Labour Clearance and medical fitness certificate (Form-O), Insurance Documents as specified under relevant clause, Provident Fund UAN of workers / or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them (with documentary evidence).

d) Physical verification of the Contractor owned equipment as certified in Format F-1 and Format F-2 (submitted with bid document). These equipment shall be available at 'Duliajan' for physical verification by company representative. In an event the Contractor is unable to produce the equipment at 'Duliajan' for physical verification, Mobilization shall be deemed incomplete.

3. The Contractor shall receive an intimation letter by the Company about completion of mobilization. Based on completion of mobilization, Company shall issue the Work Order.

On compliance of the above, as mentioned in para 1 to 4, Mobilization shall be treated as complete.

3.1 MOBILISATION PERIOD :- Mobilisation shall be completed within 30 (thirty) days from the date of issue of LOA.

3.2 Revised program of works can be submitted, while the works are still in progress, by THE CONTRACTOR and approved by the COMPANY representative/s if and when an unforeseen condition or a combination of such conditions so demand provided, however, the COMPANY'S REPRESENTATIVE/S is fully satisfied about the changed circumstances necessitating a Revised Program. Such Revised Program shall then replace the earlier program without extension of time.

3.3 The COMPANY 'S REPRESENTATIVE/S shall have power to call THE CONTRACTOR at any time while the works are still in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the COMPANY'S REPRESENTATIVE/S such a phase is considered too complex requiring further break-up into sub-phases. In such an event, THE CONTRACTOR shall, if so required by the COMPANY 'S REPRESENTATIVE/S, furnish such information also to the COMPANY'S REPRESENTATIVE/S as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered THE CONTRACTOR shall be bound by such sub-phase of the program as part of the overall program.

3.4 INSURANCE:

a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
b) General Public Liability Insurance or Comprehensive General 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 fulfill the provisions under this contract.

If any of the above policy expire or / are cancelled during the term of the contract and contractor fails for any reason to renew such policies, among other things, a penal interest @ 1% of the Total Contract Value shall be charged towards not fulfilling of the contractual obligations.

4.0 COMMENCEMENT OF WORK

The CONTRACTOR shall commence the works after completion of mobilization or after an instruction in writing to this effect by the COMPANY or from the date specifically mentioned in the work order or notice, The CONTRACTOR shall proceed with the work in an efficient manner following the period of Contract.

4.1 During the execution of the works, THE CONTRACTOR must maintain a steady rate of progress to complete the works within the time provided in this contract.

5.0 SEQUENCE OF WORKS

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

6.0 SETTING OUT OF WORKS

The CONTRACTOR shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, equipment, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, THE CONTRACTOR on being required so to do by the COMPANY'S REPRESENTATIVE/S shall at his own expense rectify such error to the satisfaction of the COMPANY'S REPRESENTATIVE/s.

7.0 EXECUTION OF WORKS

7.1 Before submitting tender & in case of any doubt, the CONTRACTOR should clarify the specifications of different items of the contract from the concerned department of the COMPANY. Afterwards, decision of the COMPANY regarding clarification of any item of the contract will be final and no compromise will be made in any respect.

7.2 It is conclusively assumed that THE CONTRACTOR has understood the work involvement completely before quoting for the job. The CONTRACTOR shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the COMPANY 'S REPRESENTATIVE/S may have given in respect of the method, materials or workmanship of any part or the whole of the works or of any tests carried out either by the CONTRACTOR or by the COMPANY. Subject to the foregoing THE CONTRACTOR shall be at liberty at his own risk, to employ his own method subject to the approval of the COMPANY 'S REPRESENTATIVE/S, for the execution of the works. If in the opinion of the COMPANY or the COMPANY 'S REPRESENTATIVE/S

duly authorized for the purpose hereof, the works or any item thereof is found to be not in accordance with the specifications and exhibits, THE CONTRACTOR shall remove the defect and re-execute the works or the item in accordance therewith at his own expense, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any delay caused in remedying any defective performance shall not absolve THE CONTRACTOR from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.

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

8.0 DEFAULT IN TIMELY MOBILISATION:

8.1 In case of failure of the CONTRACTOR to mobilize and commence work within the stipulated period the COMPANY reserves the right to cancel the Contract without any prior notice and without any compensation whatsoever.

9.0 Liquidated Damages For Default In Timely Mobilization/Completion

9.1 In the event of the CONTRACTOR'S default in timely mobilization/completion of the work under the provisions of this Contract, the CONTRACTOR shall be liable to pay liquidated damages at the rate of 0.5% of the total Contract Price for each week (7 days) or a part thereof of delay till the works are completed, subject to a maximum of 7.5 % of the total calculated Contract Price. The COMPANY may without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any amount due to the CONTRACTOR.

9.2 Both the CONTRACTOR & the COMPANY agree that the above percentages of liquidated damage is genuine pre-estimates of loss/damage, which the COMPANY would have to suffer on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such delay/breach. Decision of the COMPANY in the matter of applicability liquidated damage shall be final & binding on the CONTRACTOR.

10.0 WORKS TO THE SATISFACTION OF THE COMPANY:

The CONTRACTOR shall execute the works entirely in strict accordance with the accepted practices, laid out standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the COMPANY 'S REPRESENTATIVE/S and shall

comply with and adhere strictly to the COMPANY 'S REPRESENTATIVE/S instructions and directions on any matter relating to this contract.

11.0 WARRANTY AND REMEDY

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

The warranty and Defect Liability Period shall be a period of **12 (Twelve) months from completion date** as per 'Completion Certificate'.
If, during the Defect Liability Period, any Defects are discovered in the Works or any part thereof; or the Works or any part thereof fails to meet the Guaranteed Performance Levels, COMPANY will notify the Contractor of such Defects or failure. Upon receipt of such notice, the Contractor shall promptly repair or replace such Work (including any necessary uncovering, covering and recovering) in accordance with the Contract, Good Industry Practices and Applicable Laws. Upon completion of any repair or replacement work, the Contractor shall, at its own expense, and with COMPANY's coordination and Approval, perform such tests as necessary to demonstrate that pursuant to cure of Defects under this Clause, the Works meet the Guaranteed Performance Levels.

If any part of the Works has been replaced, renewed or repaired during the Defect Liability Period, the Defect Liability Period in respect of such replaced, renewed or repaired part shall be for a further period of 12 (twelve) months from the date on which such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge and so on. Such further extended period(s) shall be called "Extended Defect Liability Period". However, in any case, cumulative extensions in defect liability period shall not exceed 2 (two) years from completion.

12.0 MEASUREMENT OF WORKS

12.1 The quantities detailed any in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by THE CONTRACTOR in fulfilment of his obligations under this contract. The quantities of works to be considered for purpose of payment shall be those actually executed during the pipeline construction.

12.2 In respect of completed works accepted by the COMPANY 'S REPRESENTATIVE/S either in part or in full at his discretion, the COMPANY 'S REPRESENTATIVE/S shall in consultation with THE CONTRACTOR call upon THE CONTRACTOR by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. THE CONTRACTOR or its authorized representative shall be present at the site and shall furnish to the COMPANY 'S REPRESENTATIVE/S all

particulars required for a proper measurement. Should THE CONTRACTOR not attend or neglect or omit to send such authorized representative, then the measurement made by the COMPANY 'S REPRESENTATIVE/S or approved by him will be the conclusive measurement of the works and THE CONTRACTOR shall accept such measurement.

12.3 In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the COMPANY 'S REPRESENTATIVE/S wherein applicable or by measurements of detailed items as described in relevent clause above as deemed necessary and at the discretion of the COMPANY 'S REPRESENTATIVE/S wherever applicable.

12.4 All measurements shall be duly recorded by the COMPANY 'S REPRESENTATIVE/S and the CONTRACTOR shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.

12.5 Schedule of Quantities (SOQ) shall be deemed to have been prepared and measurements shall be made in accordance with the procedures described for the various classes of work in the specifications or if no procedure be so specified then the method of measurements shall be as described in the Terms of Reference & Schedule of Rates for the corresponding items of work.

12.6 All materials / equipment to be supplied / used by THE CONTRACTOR in accordance with this contract may be measured / inspected by the COMPANY'S REPRESENTATIVE/s during the execution of work when these materials / equipment are used on the work in presence of THE CONTRACTOR or its authorized representative.

12.7 The COMPANY 'S REPRESENTATIVE/S shall be free to reject for purpose of measurement any materials / equipment supplied by the CONTRACTOR at sites if such materials are not up to the required specifications and differ from the previously approved samples.

12.8 Notwithstanding the fact that certain works and materials have been already measured and recorded by the COMPANY 'S REPRESENTATIVE/S, the CONTRACTOR shall remain fully responsible for all such works and materials till the final expiry of the defect liability period.

13.0 RIGHT OF INSPECTION

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

14.0 DELAY IN WORK BY THE CONTRACTOR

If THE CONTRACTOR is responsible for a delay in progress of the works, THE CONTRACTOR shall, without additional cost to THE COMPANY work overtime and / or mobilize / utilize such additional equipment and personnel at any time to improve the progress of the work as may be necessary to eliminate delay in final completion of the works within the stipulated time of completion.

15.0 MATERIALS, TOOLS AND EQUIPMENT TO BE PROVIDED BY THE COMPANY

15.1 THE COMPANY shall provide the materials listed Clause No.- B 1.0 of TOR to the CONTRACTOR. All materials shall be checked and agreed by both THE COMPANY AND THE CONTRACTOR at the time THE CONTRACTOR takes delivery (during issuance of Materials Delivery Note etc. by Company's Representative). This record shall determine the quantity and description of materials delivered to THE CONTRACTOR by THE COMPANY. THE CONTRACTOR shall not be relieved of responsibility for such pipes and materials by failure to participate jointly with the COMPANY 'S REPRESENTATIVE/S in making or signing materials receiving or transfer records. Materials receiving or transfer records of The COMPANY 'S REPRESENTATIVE/S shall determine the specification and quantity of pipe and materials for further accounting purposes. Upon receipt of materials from THE COMPANY, THE CONTRACTOR shall visually inspect the same to ascertain that same are free of defects except in relations to the quality and workmanship. Any defect apparent on visual inspection must be notified to THE COMPANY immediately for effecting necessary replacement / repairs / remedies.

15.2 No responsibility for security of equipment / loose materials / fittings etc. will be borne by OIL. Security of the COMPANY'S materials once supplied to the CONTRACTOR will be CONTRACTOR'S responsibility.

15.3 THE COMPANY shall supply the materials as mentioned in Clause No.- B 1.0 of TOR free of cost to the CONTRACTOR for permanent installation in the pipeline.

16.0 DRAWING TO BE SUPPLIED BY THE COMPANY (If Available)

Not Applicable.

17.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

17.1 THE CONTRACTOR shall provide all materials (except the free materials to be supplied by the COMPANY as stated above), consumables, labour, tools, supervision and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by THE CONTRACTOR unless otherwise specified shall be of a suitable grade and type. No substitution of any materials shall be made without written approval of THE COMPANY and any materials which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to THE COMPANY. In all cases where an article is specified with the words #Approved Equal#, THE COMPANY shall be the sole judge as to whether the substitution specified is equal to the materials specified and its decision shall be final. Any equipment furnished by THE CONTRACTOR shall be suitable for the purpose for which it is to be used and shall be in good condition.

17.2 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured.

17.3 Electricity, water, accommodation etc. for CONTRACTORs men will not be provided by the COMPANY. These are to be arranged by the CONTRACTOR itself. Further, electrical power required for construction works shall also be arranged by the CONTRACTOR.

17.4 No transport for transfer of CONTRACTORs men & material will be provided by the COMPANY.

18.0 THE CONTRACTOR'S EMPLOYEES

18.1 THE CONTRACTOR shall perform the works in a workman-like manner with qualified, competent, careful and efficient workmen in strict conformity with the provisions in this contract. The COMPANY 'S REPRESENTATIVE/S will have the right to remove from the works any employee of THE CONTRACTOR who, in the opinion of the COMPANY 'S REPRESENTATIVE/S, may be incompetent, careless or not qualified to perform the works assigned to him.

18.2 Before starting the job, the CONTRACTOR shall have to submit the list of MANPOWER who will carry out the job. If the COMPANY desires, the competent persons of the CONTRACTOR shall have to pass necessary tests conducted by the COMPANY.

19.0 SERVICES / EQUIPMENT PROVIDED BY THE COMPANY

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

20.0 REPORTING PROGRESS OF WORK

The CONTRACTOR shall furnish to the COMPANY Daily Progress Reports(DPR) along with applicable drawings indicating all details of the construction. Further, the CONTRACTOR shall submit to the COMPANY the 'As Built Drawing' of the pipeline after completion of the construction job.

21.0 INSPECTION AGENCY AND THEIR SCOPE OF WORK

21.1 The CONTRACTOR shall arrange suitable, proven, resourceful and experienced Inspection Agency/Agencies at his cost before starting of works. The Contractor shall submit the following documents to the COMPANY for engaging the Inspection Agency:

i) Qualification of the TPI (Level 2 certificate)
ii) Valid exposure card of the radiographer
iii) Detail of test laboratory for destructive test.

21.2 Scope of works of the INSPECTION AGENCY shall be as follows:

i. Witness and approve Welding Procedure and Welders Qualification test as per relevant code and issue certificates of acceptability.
ii. Carry out radiography of weld joints as per relevant code / standards and issue certificates of acceptability.
iii. Carryout Holiday Testing of pipeline segments after welding / laying.

21.3 Destructive test of weld joints for welder qualification Test as per API 1104 shall be done in a Government approved test laboratory.

22.0 SAFETY OF EXISTING LINES, CABLES ETC.

The CONTRACTOR shall ensure the safety of the pipelines/cables etc. already laid on the Pipeline Route and at no instance the existing pipelines shall be disturbed, stressed or damaged in any way during the construction activities. In the event of any damage to any existing pipeline during construction activity under this contract, the CONTRACTOR shall repair the pipeline forthwith at its own expense and pay any consequential damages arising there from.

23.0 CONSTRUCTIONAL DRAWINGS / EXHIBITS

In general, the constructional drawings / exhibits shall be used for the work unless otherwise specified or directed by the Company (wherever available).

24.0 SURPLUS PERMANENT MATERIALS

All surplus permanent materials shall be collected and transported by the CONTRACTOR to THE COMPANY 'S depots / yards as directed by the COMPANY 'S REPRESENTATIVE/S.

25.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES

25.1 The CONTRACTOR shall perform each work in such a manner as will prevent damage to the COMPANY 'S property and conform to and be consistent with, operational practices of hydrocarbon industries. Any permanent damage / loss to the COMPANY 'S pipeline, assets and plants due to actions undertaken by the CONTRACTOR in order to provide the services envisaged under this Contract shall have to be remedied by the CONTRACTOR, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the COMPANY.

25.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

25.3 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of COMPANY or any third party including overhead and underground cables and in the event of any damage resulting to the property of COMPANY or of a third party

during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by COMPANY or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

26.0 PERFORMANCE OF WORK:

26.1 The CONTRACTOR shall submit daily reports to the COMPANY'S REPRESENTATIVE/ EIC (Engineer in Charge) detailing progress of different operations as per the scope of the work. The COMPANY, at its option may change the periodicity of such reports. In addition, the CONTRACTOR shall submit the complete job report (with all pertinent details to serve permanent record) after completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the COMPANY 'S REPRESENTATIVE. Should the rate of progress of the operations or any part of them is at any time too slow in the opinion of the COMPANY 'S REPRESENTATIVE, (to ensure completion of the operations within schedule) the COMPANY 'S REPRESENTATIVE may so notify the CONTRACTOR in writing. The CONTRACTOR shall reply to the written notice giving details of the measures, which The CONTRACTOR proposes to take to expedite the operations. If no satisfactory reply to the COMPANY 'S notice is received in seven days, the COMPANY shall be free to take necessary actions as deem to be fit.

27.0 PERMITS & CERTIFICATES

27.1 The CONTRACTOR shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold COMPANY harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. The COMPANY will provide necessary permits for CONTRACTOR'S personnel to undertake any work in India in connection with Contract.

28.0 COMPLETION CERTIFICATE :

28.1 As soon as the works is completed and the CONTRACTOR fulfils his obligation envisaged under the contract, he shall be eligible to apply for 'Completion Certificate'. The COMPANY shall issue to the CONTRACTOR the Completion Certificate within TWO months after receiving an application from CONTRACTOR after verifying the works are completed in accordance with the Contract Document. The issue of Completion Certificate shall not operate as an admission that the works have been accepted in every respect.

29.0 CONTRACTOR TO INDEMNIFY THE COMPANY:

29.1 The CONTRACTOR shall indemnify the COMPANY and every member, officer and employee of the COMPANY , also the COMPANY 'S REPRESENTATIVE/ Engineer-in-Charge / Site-in-Charge and his staff against the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the COMPANY for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the contract. The CONTRACTOR shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the CONTRACTOR or his sub-contractor and the CONTRACTOR shall indemnify and keep

indemnified the COMPANY (OIL) against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

30.0 CONTRACT PRICE AND PAYMENT :

30.1 CONTRACT PRICE :

i) The total price quoted by the successful bidder in Bid form, in his bid with additions and deletions as may have been agreed before issue of Letter of Award, for the entire WORKS covered and in accordance with all terms, conditions, stipulations, specifications, requirements and other contents of contract as accepted by the COMPANY and incorporated in to the contract as accepted by the COMPANY, shall be treated as the contract price. Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain works or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.

ii) The Contract price shall remain firm and fixed till the issue of completion certificate and shall not be subjected to escalation on any account whatsoever and shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over works to the COMPANY by the CONTRACTOR. The Contract Price shall hence always be deemed to include any likely future increase in statutory duties and levies on material supplied or any likely future increase in rates of compensation payable to labour whether statutory or otherwise. No claim shall be entertained on the aforesaid account for any reason whatsoever, except to the extent expressly agreed by the COMPANY under this agreement.

iii) The Contract Price shall be deemed inter alia to include and cover the cost of all temporary works, materials, labour, insurance, etc. to be supplied by CONTRACTOR as per contract and the execution of works or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Document or as may be ordered in writing during the continuance of contract.

iv) The Contract Price shall include and cover the cost of royalties and fees for all equipment, protected by letters, patent or otherwise incorporated in or used in connection with works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for works. The CONTRACTOR shall indemnify the COMPANY against all actions, proceedings, claims, damages, cost and expenses arising from the incorporation in or use on WORKS of any such equipment, articles, processes or materials.

v) The Schedule of Rates (SOR) shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Terms of Reference, Drawings and any other Document wherever available forming part of the contract. The quantities shown against the various items are only approximate and subject to variations as per the stipulation made in General Conditions of Contract. The contracted rates shall include any variations in the quantities of work.

All the works, item wise, shall be measured upon completion and paid for at the contracted rates. In case any activity though specifically not covered in Schedule of Rates description but the same is covered under Scope of work/ specification/Drawings etc., no extra claim on

this account shall be entertained, since SOR is to be read in conjunction with SCC, GCC, Terms of Reference, drawings & any other documents forming part of the contract.

31.0 SUB-CONTRACTING :

31.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(ies). However, Contractor is allowed to avail back-up services from any reputed pigging company for Pipeline Geometry Survey (EGP) *(Line Item No.- 32).*

32.0 INTERPRETATION OF CONTRACT DOCUMENT :

32.1 All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the COMPANY or its REPRESENTATIVE/S shall be the final and the CONTRACTOR shall abide by the decision. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

33.0 EXECUTION OF WORK FOR TIMELY COMPLETION :

33.1 All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the CONTRACTOR by the COMPANY 'S REPRESENTATIVE/Engineer-in-Charge / Site-in-Charge, whether mentioned in the Contract or not. The CONTACTOR shall be responsible for ensuring that works throughout are executed in the most proper and workmen like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the COMPANY 'S REPRESENTATIVE/Engineer-in-Charge / Site-in-Charge.

33.2 The completion of work may entail working in monsoon also. The CONTRACTOR must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the CONTRACTOR to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

34.0 EXTENSION OF TIME :

34.1 If the CONTRACTOR does not complete the work within the contractual period he may apply in writing to the COMPANY before ONE months of the period of expiry of the contract stating therein in detail, the reasons on which extension is requested and the period of extension the CONTRACTOR so desires. The COMPANY on it's part shall consider the request of the CONTRACTOR for such extension of time and shall take a decision after discussion with the CONTRACTOR and communicate the same to the CONTRACTOR before the expiry of the contract. The decision of the COMPANY in this regard shall be final and binding.

35.0 SUSPENSION OF WORKS

35.1 Subject to the provision of this contact, the CONTRACTOR shall, if ordered in writing by COMPANY 'S REPRESENTATIVE/S, for reasons recorded, suspend the works or any part thereof for such period and such time so ordered and shall not proceed with the work, after receiving such order to suspend the work, until he receive a written order from the COMPANY to re-start the work. The CONTRACTOR shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the COMPANY nor the CONTRACTOR shall be entitled to claim compensation or damages on account of such an extension of time.

36.0 DAMAGE TO PROPERTY :

36.1 The CONTRACTOR shall be responsible for making good to the satisfaction of the COMPANY any loss or and any damage to structures and properties belonging to the COMPANY or being executed or procured by the COMPANY or of other agencies within the premises of the work of the COMPANY , if such loss or damage is due to fault and / or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or sub-contractor.

36.2 The CONTRACTOR shall indemnify and keep the COMPANY harmless of all claims for damage to the COMPANY 's property arising under or by reason of this contract.

37.0 9. DELIVERABLES/ REPORTS

Following reports shall be submitted by the contractor:

1. Daily Progress Report
2. Welder qualification Report
3. Radiography Report
4. Holiday Inspection Report
5. Hydrotest report
6. Pipeline Geometry Survey (EGP) report.
7. Material Reconciliation report
8. Pipe Book
9. As-Built Drawings

38.0 LABOUR LICENSE
Contractor shall obtain and manage Labour License as per statutory requirement for the entire period of contract and maintain all necessary facilities, documents, registers, returns etc. as per statutory requirement. All costs related to above requirements shall be in contractor’s account.

Any penalty imposed to OIL by statutory authority due to contractor’s negligence shall be deducted from contractor.

B. TERMS OF REFERENCE:

1.0 PIPE LAYING WORKS
The pipeline shall be constructed generally in accordance with ASME specifications, latest edition. This section is intended to cover the general construction specifications, but neither anything herein contained nor the omission of any essential provisions here from shall be

construed to relieve the CONTRACTOR of any duty or obligations necessary for the complete and satisfactory completion of the works envisaged under the contract.

1.1. All materials, except otherwise specified in the tender, shall be delivered to the CONTRACTOR from COMPANY'S designated stores / yards. It shall be responsibility of the CONTRACTOR at his own risk and cost to take delivery of the materials from the COMPANY'S stores / yard after completing the required formalities and to arrange for loading, transportation to the job site and unloading at the job site or other places of storage.

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

1.3 Ref Schedule of Rates item no 10(Transportation materials to site):- Handling , loading , transportation and unloading of owner supplied materials from owner's designated places of issue / dump site to contractors own stock yard / work shop / work site without causing any damage to the pipes, other materials. Defective pipes shall be rejected at yard prior to receiving with the approval of Company's Engineer. Length of the pipe will vary from 10 to 13 m.

2.0 LOCATION OF PIPELINE

2.1 ROUTE OF PIPELINE
The Route of the pipeline shall be shown to the CONTRACTOR. The CONTRACTOR shall prepare the strip for laying the pipeline.

3.0 RIGHT-OF-WAY (ROW)/ ROUTE OF PIPELINE

In general the proposed pipelines will be laid along the Pipeline Route finalized by the COMPANY. The COMPANY does not warranty that the Pipeline Route will be suitable at all locations for use and / or movement of mechanical and other equipment of the CONTRACTOR. The CONTRACTOR shall at its own initiative and cost make suitable arrangement to perform the work in any particular circumstances as may be encountered.

4.0 GENERAL

As soon as the contract is awarded and LOI/LOA is issued, the Pipeline Route shall be handed over to the CONTRACTOR. The Pipeline Route shall be handed over either in one go or in phases depending on availability of the route with the COMPANY. The CONTRACTOR shall plan and mobilize for the activities accordingly.

4.1 CLEARING / GRADING / LEVELING / BULDOZING OF Pipeline Route

THE CONTRACTOR shall clear the Pipeline Route so as to make it suitable for laying the pipeline. Clearing means the removal of under growths and any other items encountered along the Pipeline Route. After clearing, the Pipeline Route shall be graded properly to the natural contour so that trenching operations can be carried out to provide earth cover over the pipeline as per requirements and specifications.

4.2 Ref Schedule of Rates item no 20 (Clearing and Grading):- Clearing / removal / disposal of farm corps, undergrowths, trees, any other items on the pipeline route segment/ work area, Grading / Leveling / Bulldozing of existing/ new pipeline route segment for entire width to make a leveled contour. All labour, equipment, consumables etc. shall be arranged and supplied by the Contractor. This item excludes roads/ railways/ highways/ water bodies crossings.

5.0 HANDLING, STRINGING OF LINE PIPES ALONG THE ROW / PIPELINE ROUTE

5.1 HANDLING

In loading pipes on trucks / trailers for transportation to sites / stringing along the Pipeline Route, each length shall be lowered to position without dropping and each succeeding length shall rest evenly with other lengths on the truck/trailer. Dragging and skidding of pipe during the process of loading will not be permitted. After loading, suitable chains shall be used to tie the load securely to each bolster. The CONTRACTOR shall exercise care in handling, hauling, storing and distribution of such materials, in order to avoid damage and deterioration of these materials.

5.2 HAULING AND STRINGING OF PIPE
Pipe is to be unloaded from the trucks and lowered to the ground. Care must be taken to avoid Dragging and skidding of pipe.
In stringing pipes along the pipeline route, gaps shall be left between adjacent lengths of pipe at suitable intervals and at all well defined trails to permit the free passage of livestock or vehicles during the time interval between stringing and other construction operations.

5.3: Manual stringing of pipe joints along the ROW. Cleaning the inside of the pipe by manually or any other suitable means prior to welding. Pipe ends to be checked/ repaired (if required) for welding. The tools and tackles required are to be provided by the Contractor.

5.4 Ref Schedule of Rates item no 30(Swabbing, Cleaning & Stringing of Pipes):- Manual stringing of pipe joints in sand bags along the pipeline route. Cleaning the inside of the pipe by manualy or any other suitable means prior to welding. Pipe ends to be checked/ repaired if required for welding. The tools and tackles required are to be provided by the Contractor. This item excludes roads/ railways/ highways/water bodies crossings. (For 250 mm NB Pipeline)

5.5 DAMAGED PIPE
After the pipe has been strung on the Pipeline Route, THE CONTRACTOR shall inspect all defective pipe ends and coatings will be repaired. Defects noted at the time of THE CONTRACTOR taking delivery shall be repaired at THE COMPANY'S expense at the rates quoted in the schedule of Rates. The cost for repairing any other defects detected later on shall be borne by the CONTRACTOR who will also reimburse the Company for any pipes rejected due to bad handling.

5.6 Ref Schedule of Rates item no 280(Coating Repair):- Repair of cosmetic defects in coating attributable to COMPANY(OIL) noted at the time of taking delivery from the line pipe supplier at Yard, including supply of all coating repair materials, supply of all consumables, utilities, equipment and manpower, pipe cleaning and surface preparation, testing and performing all works necessary for completion of works strictly in accordance with the relevant

specifications and instructions of COMPANY's representatives/ in Charge. (For 250 mm NB Pipeline)

6.0 TRENCHING (DITCHING)

6.1 THE CONTRACTOR shall by any method that may be necessary or directed, dig the pipeline trench on the cleared and graded right-of-way/ pipeline route.

6.2 The bottom and sides of the finished trench shall be uniformly graded and preferably free of loose rock, hard clods, large gravel, protruding roots, or rock projections, bush skids, sticks, welding rods, or other hard objects and debris which are liable to cause damage to the pipe when the pipe is lowered in.

6.3 In cases where tea bushes, trees or valuable growing timber is encountered in the right-of-way/ pipeline route and in locations where in the opinion of the COMPANY's REPRESENTATIVE/S the use of the trenching machinery may result in unnecessary damage or injury to the property crossed by the right-of-way, pipeline route THE COMPANY may require trench to be excavated manually at no extra cost.

6.4 THE CONTRACTOR'S attention is called to marshy and high water-table conditions which may require the use of pumps, well points or other means of dewatering. No additional compensation shall be due to THE CONTRACTOR in such occasions.

6.5 THE CONTRACTOR shall also be responsible for locating and protecting any other pipelines or underground structures falling on the same ROW/pipeline route. He should exercise sufficient care to avoid damage to the pipelines / cables arising out of its activities on the existing Pipeline Route.

6.6 If damage specified above occurs, repair shall forthwith be made / carried out by THE CONTRACTOR at its expense under the direction and to the satisfaction of the COMPANY.

6.7 THE CONTRACTOR shall be responsible for making all necessary arrangement, to remove bail or pump water from the trench or from wet area, if required, before lowering the pipe into the trench, without any extra cost to THE COMPANY.

6.8 Ref Schedule of Rates item no 70(Cross Trenching):- Excavation of earth / trench cutting of suitable depth in places for identification of under ground pipeline / cables and other facilities and backfilling after identification. Measurement shall be on length of the trench required for identification.

6.9 Ref Schedule of Rates item no 80(Excavation of Earth normal soil):- Excavation of open trench along the pipeline route upto a maximum depth of 1.5 m. The bottom & sides of the trench should be smoothly finished to accommodate the welded section of the pipe without any strain. This shall include all the trenching jobs along the pipeline route irrespective of the quality of earth like slushy or water logged area or normal soil. This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.

6.10 Ref Schedule of Rates item no 90(Excavation of Earth hard soil):- Excavation of open trench upto a maximum depth of 1.5 m. This shall include all the trenching jobs along the pipeline route irrespective of the quality of earth like slushy or water logged area or hard

stand area. This item is applicable in well plinth area, open cut road crossings without casing and where hard stand has to be broken for laying of pipeline.This item excludes all crossings. In case of multiple pipelines in the same trench, width of the trench shall be as per site condition or as directed by the Company.

7.0 LAYING OF THE PIPELINE

7.1 For fabrication work
Sand filled gunny bags of sufficient number shall be supplied by THE CONTRACTOR to support the pipe to proper height (wherever necessary). If pipe is supported over the trench, Sand filled gunny bags shall be of sufficient strength to carry the pipe. Sand filled gunny bags shall be used such that damage to the coating of the pipes is minimized. If slack loops are required, Sand filled gunny bags shall be properly spaced to permit the introduction of slack loops in the line.

7.2 BENDING
Factory made long radius Bends of higher degrees will be provided by the COMPANY. However, THE CONTRACTOR, in general, shall provide for marginal changes of vertical and horizontal alignment by making Cold Field Bends of appropriate, in such a manner as to preserve the cross-sectional shape of the pipe. The bends made shall be without wrinkles, buckles and completed bends shall pass the sizing pig. No welded joint shall be included in a cold bend. The ends of each bend length shall be straight and not involved in any way in the bending and the length of the straight section shall permit easy jointing. Sag bends shall fit the bottom of the trench and side bends shall conform and leave clearance to the outside wall of the trench. The item is inclusive of coating of the cold bends to be carried out by Contractor. Any bend rejected by the COMPANY's representative/s shall be removed from the line at THE CONTRACTOR'S expense.

7.3 Ref Schedule of Rates item no 210(Fabrication of cold bend):- Fabrication of field cold bend having minimum radius of curvature 30D. In no case the pipe axis bend angle should be more than 22.1/2 degree. Bend shall be free from deformities. Defective bends will be rejected. (For 250 mm NB Pipeline).

7.5 SWABBING, NIGHT CAPPING, PIPE BEVELLING AND CLEANING ENDS AND JOINTS

Internal surface of each joint of pipe shall be swabbed to remove dirt and other foreign substances immediately before joining up. The open ends of the pipe shall be closed by metal caps at the ends of each day's work and shall not be opened until the work is resumed. Particular attention must be paid to capping off at open ends left for tie-ins. Any obstruction remaining in the pipe after the completion of the pipeline shall be removed at the expense of THE CONTRACTOR.

The CONTRACTOR shall re-cut and bevel all pipe ends as may be necessary to maintain correct alignment and spacing of the pipe. No extra compensation will be made by reason of such re-cutting or re-beveling.

7.6 LINE UP

Partial root beads made when using external clamps shall be uniformly spaced about the circumference of the pipe and shall have an accumulative length of not less than 50% of the pipe circumference before the clamps are removed.

8.0 WELDING

8.1 WELDING SPECIFICATION

Welding shall be done in accordance with the API standard for field welding of pipelines, API standard no. 1104 (latest edition) shall apply. The CONTRACTOR shall employ reputed inspection agency for qualification of welding procedure and qualification of welders through radiography and destructive test of weld joints. The Contractor shall submit the following documents for engaging the Inspection Agency:

- Qualification of the Inspector (Level 2 certificate)
- Licence for Operation of Industrial Radiography Facility.

a) QUALIFICATION OF WELDING PROCEDURE

Before any welding begins, The CONTRACTOR shall establish and qualify the welding procedures, in accordance with API 1104.

b) QUALIFICATION OF WELDERS

Contractor has to arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to collect the test piece from the company's pipe yard and make the test piece for welders test. Inspection agency shall be engaged by contractor. All machineries equipment has to be arranged by the contractor at no extra cost to the company. WQT for 250mm NB pipeline shall consist of 4 Nos. of Welders.

The CONTRACTOR shall carry out Welder Qualification Test (WQT) in accordance with welding procedure as per API 1104.
CONTRACTOR has to submit the following documents before WQT

i) Welding procedure
ii) Welding rod proposed to be used with brand name
iii) List of welders proposed to appear for the test
iv) Data sheet for WQT
v) Format for issuing Identity card to the welders

After WQT, Inspection Agency should recommend the welders that are to be engaged, procedure to be adopted and the electrodes to be used. If any change in welder is done during the period of the Contract, the CONTRACTOR has to carry out the WQT for these welders at no extra cost to the Company. The welders can be engaged at site after recommendation from Inspection Agency.

The following documents have to be submitted by the CONTRACTOR after recommendation from the Inspection Agency

i) Filled up Data sheet
ii) Recommended Procedure

iii)Recommended electrodes
iv) Recommended welders that are to be engaged

c) WELDING EQUIPMENT AND SUPPLIES

THE CONTRACTOR shall furnish all labour, equipment, tools and supplies including welding electrodes of correct specification as qualified in welding procedure and WQT (Refer 8.0 above). THE CONTRACTOR shall purchase the electrodes in sealed containers and protect these from any deterioration or damage. Electrodes that show signs of deterioration or damage shall be rejected. Any equipment or supplies that are not satisfactory to the COMPANY'S REPRESENTATIVE/S, must be replaced with new equipment or supplies approved by the COMPANY'S REPRESENTATIVE/S.

d) TYPE AND METHOD OF WELDING

Welding of pipe joints shall be done as per procedure qualified vide clause 8.1(a) and by engaging welders qualified under clause 8.1(b) above.
The number of passes will vary depending upon the wall thickness of pipes. The stringer bead must approach full and complete penetration throughout the periphery of the weld and preferably build up a small reinforcement at the root. Weld penetration inside the pipe shall not exceed 1.5 mm. The Hot Pass or second bead shall be run completely around the pipe immediately after the stringer bead has been run and cleaned. No two beads shall be started at the same point. All slag and scale shall be removed by power tools from each bead for visual inspection immediately after each bead is run. Welding shall be preferably continuous and uninterrupted during a pass. While the welding is in progress care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld cracks.
Welding of pipe joints as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding wherever required. The defective joints shall be repaired at contractor's cost.

e) INSPECTION OF WELD JOINTS

Radiographic examination (wherever applicable) of weld joints shall be carried out by the Inspection agency engaged by THE CONTRACTOR as defined in 8.1 above. Radiography reports issued by the Inspection Agency along with the radiography films shall be submitted to the COMPANY for acceptance.

Ref Schedule of Rates item no 270(Services of Radiography):- The welding joints shall be radiographically inspected. Contractor shall engage qualified Radiographer having valid certificate from BARC (Bhaba Atomic Research Centre) and shall use approved remote Camera. The contractor shall also comply with all the latest norms relating to radiation safety as stiplated by BARC. For 250 mm NB Pipeline

g) REPAIR OF WELDS

With the prior permission of THE COMPANY, welds which do not comply with the standards of acceptability shall be repaired, the joint cut out and re-welded at the cost of THE CONTRACTOR entirely including the radiography cost.

h) TIE-INS

Pipes shall be lined up and welded in accordance with the foregoing specifications, with external line up clamps. Special care shall be taken to ensure that the pipe is properly aligned and is not in any strain. The joint shall be tested by radiography.

i) Tie-in-joints of pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to site conditions or situations.

8.2 Ref Schedule of Rates item no 40(Qualification of Welders):- Contractor has to arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to collect the test piece from the company's pipe yard and make the test piece for welders test. Third party inspection agency shall be engaged by contractor and the credential of the TP have to be submitted. All the relevant document such as welding rod, machine have to be submitted before starting of the job. All machinaries equipment has to be arranged by the contractor at no extra cost to the company. (For 250 mm NB Pipeline)

8.3 Ref Schedule of Rates item no 50(Welding of Pipe Joint):- Welding of pipe joints and fittings as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The electrodes have to be tested and approved prior to welding. Welders engaged for this job. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes water bodies crossings. (For 250 mm NB Pipeline)

8.4 Ref Schedule of Rates item no 60(Tie In Joints):- Tie-in-joints of pipes by welding in the trenches. All equipment and accessories for Tie-in will be arranged by the contractor. Tie-in-joints will be allowed only after approval of Company's Engineer when continuous works cannot be carried out due to abnormal site conditions or situations. (For 250 mm NB Pipeline)

8.5 Ref Schedule of Rates item no 190(Welding of Misc Jobs):- Welding of pipe joints and fittings as per API 1104. The electrodes shall be of suitable gauge and specification of E6010 / E7010. The contractor shall supply all the equipment / machinery / manpower consumables like electrodes, grinding disc, wooden skid as necessary for the job. The contractor shall have to provide canopy for the welding. The defective joints shall be repaired at contractor's cost. This item excludes water bodies crossings.

9.0 COATING OF FIELD JOINTS

9.1 GENERAL
This specification under this clause shall apply only when pre-coated pipe is supplied by the Company.

All coated pipes, however, has uncoated areas of three to six inches from each end to prevent the coating from interfering with the welding process. Once the welds are made, the uncoated area including the weld joint shall be coated before the pipeline is lowered into the trench.

9.2 MATERIALS AND EQUIPMENT

Field joint anti-corrosion coating material shall be heat shrinkable wraparound sleeve. Documentary evidence of conformance to specification shall be submitted to the Company for acceptance of the supply prior to application.

9.3 Materials shall be stored away from direct sunlight.

9.4 Contractor shall provide and maintain facilities which contain all necessary equipment and its spares for cleaning, coating, repairs, inspection and tests.

9.5 APPLICATION

Application of Heat shrinkable joint sleeve on weld joint by cleaning of exterior surface of pipes by sand blasting/ suitable means and subsequent priming of cleaned surfaces. The Heat shrinkable joint sleeve shall then be wrapped around the welding joint by applying heat and proper pressure by suitable means.

9.5.1 Application of Heat shrinkable joint sleeve on weld joint by cleaning of exterior surface of pipes as per the requirements and subsequent priming of cleaned surfaces. All equipment and materials for cleaning and application of the coating material have to be arrange by the contractor. The coated pipe shall be subjected to Holiday Detection test for perfection. Defective section of the pipes shall be repaired at contractor's cost. The Holiday testing shall be carried out by Inspection Agency (under the scope of this Contract). The contractor shall provide assistance during the testing operation.

9.6 INSPECTION

All the joint coatings shall be tested for defects by Holiday Test at 15KV and 3% of the joint coating shall be tested at random for peel strength. Holiday and the peel test including repair of the peel test location shall be done by the contractor at no extra cost to the COMPANY. All defects shall be repaired at Contractor's cost.

9.6 Providing the services of Holiday inspection. The job involvement is utilizing/hiring the holiday detector machine with all accessories for inspection of coating of the pipe. The pipeline Holiday inspection shall be carried out by the Contractor's personnel at minimum 15 KV. All defects shall be repaired at Contractor's cost.

9.7 REPAIRS

a) If a field joint coating is detected to be unacceptable after holiday test the contractor shall, at his own cost:
- Determine the cause of the faulty results of the field coating.
- Mobilize the expert of manufacturer, if required.
- Test to the complete satisfaction of the Company, already completed field coatings.
- Stop field coating until remedial measures are taken against the causes of such faults, to the entire satisfaction of the Company.

b) Contractor shall replace all joint coating found or expected to be unacceptable.
c) Contractor shall, at his own cost repair all areas where the coating has been removed for testing by the Company.

d) The Company may check the joint sleeve coating before burial with suitable means and if coating defect in any joint is established, the Contractor shall be responsible for repairing the coating and retesting it at no cost to the Company.

9.8 Ref Schedule of Rates item no 250(Installation of Weld Joint sleeve):- Application of Heat shrinkable joint sleeve on weld joint by cleaning of exterior surface of pipes as per the requirements and subsequent priming of cleaned surfaces. All equipments and materials for cleaning and application of the coating material have to be arrange by the contractor. The coated pipe shall be subjected to Holiday Detection test for perfection. Defective section of the pipes shall be repaired at contractor's cost. The Holiday testing shall be carried out by Third party Inspectors. The contractor shall provide assistance during the testing operation. (For 250 mm NB Pipeline)

10.0 TESTING OF PIPELINE COATING

The specified work under this clause shall apply only when pre-coated pipe is used to lay the pipeline.

At the time of handing over of coated pipes to the contractor from Company's yard defects shall be identified and recorded. The Company will bear the expenditure for repair of such identified coating defects during handing over. Any coating defect detected afterwards shall be repaired by the Contractor at no extra cost to the Company.

Before lowering of the pipeline into the trench the Contractor shall carry out holiday test. All holidays and defective coating disclosed by visual inspection and holiday detector tests shall be repaired by THE CONTRACTOR to the satisfaction of the COMPANY's representative/s at no extra cost to THE COMPANY.

10.5 Ref Schedule of Rates item no 260(Holiday inspection services):- Providing the services of Holiday inspection. The job involvement is providing the holiday detector machine with all accessories for inspection of coating of the pipe. The pipeline Holiday inspection shall be carried out by the hird party Inspectors at minimum 15 KV. All defects shall be repaired at Contractor's cost. (For 250 mm NB Pipeline)

11.0 LOWERING PIPE INTO TRENCHES

11.1 GENERAL
Lowering of the bare/ coated pipe to the bottom of the previously prepared trench without causing damage to the pipe coating. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. Any damage to the pipe coating during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe. This item excludes all crossings.

The welded pipe line shall be lowered into the trench as soon as possible after the coating is applied, tested and approved. It is preferred that if trench, weather and coating conditions

permit, the pipe be lowered immediately following the joint coating and testing, rather than being allowed to remain on skids for long.

11.2 CONDITION OF TRENCH

At the time of lowering in, the trench must present an even and smooth bottom and be free of debris. Should water be present it shall be pumped out at no extra cost before lowering so that the trench may be seen to conform to the specification there of. If necessary, such pumping shall be done in sections formed between previous backfill and temporary earth dams placed in the trench.

11.3 Ref Schedule of Rates item no 100(Lowering the Pipes): - Lowering of the bare/ coated pipe to the bottom of the previously prepared trench without causing damage to the pipe coating. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. The trench shall be inspected by the Company's representative before lowering the pipe. Any damage to the pipe coating during handling shall be repaired at the contractor's cost. Contractor must arrange water pump to drain out the water from the trench before lowering the pipe. This item excludes all crossings. For 250 mm NB Pipeline

12.0 BACKFILLING AND DRESSING OF TRENCH

12.1 GENERAL

The back filling operations shall follow as closely as possible to lowering in of the pipe. The COMPANY's representative/s shall have the right to require uncovering of the pipe at certain locations for examination. The cost of uncovering and refilling shall be borne by THE CONTRACTOR.

When the trench has been dug through driveway, streets, roads, drains, canals, embankments etc. all backfill shall be thoroughly compacted preferably to their original contour.

12.2 CLEAN UP

Following the installation and back filling of the pipeline, THE CONTRACTOR shall clear the right-of-way and its surrounding ground, and shall dispose of all waste materials, debris resulting from its operations.

12.3 Ref Schedule of Rates item no 110(Backfilling the Trench):- After lowering the pipe the trench should be backfilled with previously cut out earth including ramming without watering so that the pipeline is covered. The top of the backfilled trench shall be upto a maximum 150 mm over the original level for visual identification & settlement in future. The item rate shall be inclusive of crowning after backfilling of the trench. This item excludes all crossings.

13.0 GAUGE PIGGING WITH AIR

After completion of fabrication (welding and tie-in joints) of the total pipeline THE CONTRACTOR shall arrange to propel a pig with aluminium gauging plate of correct diameter (95% of the I.D. of the heavy wall pipe used in the section) by compressed air to clear out all dirt and debris and to verify the fact that there are no obstructions for free passage of pipeline

scraper subsequently. THE CONTRACTOR shall check the gauging plate for wear after running of the pig in the pipeline.

This pigging operation is to ensure piggable construction of the pipeline and hence shall be done by the contractor at no extra cost. If the pig gets stuck up at any defect location, the contractor shall retrieve the pig by cutting the pipe and then rectify the pipe section with welding and necessary radiography at no extra cost. Run of the gauging pig shall continue till pigability of the entire pipeline is established at single run of the pig.

14.0 PRESSURE TEST

14.1 FINAL PRESSURE TEST

After the back filling operation has been completed, hydrostatic test shall be performed on the entire length of the pipeline, i.e. all welds have been accepted and pipeline has been laid and back filled according to the specifications. The test media shall be water. After completion of all pre-requisites for testing, the whole length of the pipeline shall be filled with water. Test pressure shall be as specified in the Schedule of Rates (SOR).
The charts from the pressure recording instruments during the pressurizing and test operations shall be preserved for THE COMPANY as official records of the tests. The charts shall be properly identified and signed by THE CONTRACTOR as being true records of the test involved. All failures shall be numerically and chronologically numbered and reported with appropriate description and date. Failures on the line disclosed by loss of pressure shall be located and repaired by THE CONTRACTOR. Cost of such repairs shall be borne by THE CONTRACTOR except when the failure results from defective pipe or fittings. In the event of the leak being due to defective pipe or fittings supplied by THE COMPANY, the cost of repair will be paid by THE COMPANY as per schedule of Rates. After any leaks or failure disclosed by the pressure test have been repaired, the test shall be repeated until the specified test pressure can be satisfactorily maintained.
The hydrostatic test shall be considered as positive if pressure has kept a constant value throughout the test duration except for change due to temperature effects.
All necessary precautionary measures shall be taken by THE CONTRACTOR during the period of hydrostatic testing.
All pumps, suction and delivery lines, water (wherever the COMPANY cannot provide) required for the job to be arranged by the CONTRACTOR at his own expense.
14.2 WATER REMOVAL AFTER TEST:

THE CONTRACTOR will de-pressurize the pipe line by bleeding after testing. This will be followed by running a pig with compressed air to flush out the water from the line.

14.3 Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as directed by the Company for a period of 24 hrs. (continuous). The Contractor should have requisite equipment to carry out pressure testing of upto a maximum pressure of 105kg/cm^2 . However, as the subject pipeline is a gas pipeline, hence based on the Class of fittings provided by the Company the final call shall be given by the Company on the pressure at which hydrotesting of the gas pipeline shall be carried out by the Contractor, which may be less than or equal to 105ksc.

14.4 Ref Schedule of Rates item no 120:- Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned below for a period of 24 hrs. (continuous). The water required for hydrotesting should be arranged by the contractor. The

job shall be carried out as per the SOP. All arrangements including pressure recorder/ pressure gauge etc shall be done by the contractor. The contractor shall engage sufficient number of competent people over the entire line to keep vigilance on the line during the test. In case of failure, the contractor shall locate it and report to the site Engineer / Supervisor of the Company. Any failure due to contractor's bad workmanship shall be rectified at contractor's cost. The contractor shall also repeat the pressure test free of charge. The detailed report shall be submitted.

15.0 CROSSING:

15.1 ROAD / HIGHWAY / RAILWAY / EMBANKMENT (Where ever applicable)

The work under crossing shall include necessary clearing, grading, trenching to required depth & width, boring/open cut, welding of casing and carrier pipe, lowering in, backfilling, clean up, restoration to original condition.
The line shall be laid in steel casing at all type of roads, paved public highways, embankments and as designated by THE COMPANY or its COMPANY's representative/s. THE CONTRACTOR shall install the casing in accordance with the specification and construction drawings provided by the COMPANY if available. THE CONTRACTOR shall install the casing. In addition to casing, THE CONTRACTOR shall install vent pipes, supply and install insulators and end seals in conjunction with the casing at the crossing.
THE CONTRACTOR will also be responsible for liaising with the appropriate authority for the time when work will commence and during execution.

THE CONTRACTOR shall, where the trench remains open across public or private roads may need to install bypass roads or temporarily back-fill ditch, or install substantial temporary bridge work of adequate strength and width to ensure safety of traffic. It shall be THE CONTRACTOR'S responsibility to furnish and install at all the crossings of public roads adequate and proper traffic aids for protection of the public safety.
The carrier pipe shall be supported inside the casing pipe with the help of centralizers/ insulators (to be supplied by the contractor) spaced uniformly. Both ends of the casing shall be fitted with end seals.

Necessary pit for the boring shall be cut at a distance from the toes of the road and any damage of the same in the process of laying the line to be repaired by THE CONTRACTOR free of cost.

15.2 IN WET AREA:

THE CONTRACTOR shall dewater, shore or do whatever is required to excavate the trench in advance of the installation of the casing and carrier pipe.

15.3 Boring of public road / embankment etc. shall be done by contractor for inserting casing pipe and subsequent insertion of carrier pipe in the casing. To maintain adequate earth cover the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.

15.4 Ref Schedule of Rates item no 130 (Road/Railway/Highway/Embankment crossing with casing by Manual boring):- Boring of public road / Railway / Highway/ embankment etc, shall be carriedout by Manual Boring method using Auger tool. Boring shall be done by

contractor for inserting casing pipe,installation of insulators,subsequent insertion of carrier pipe in the casing, installation of end seals and vent pipes. To maintain an earth cover upto a maximum depth of 2 m the contractor shall dig out trenches of adequate size on both sides of the road, so that alignment of the casing pipe come out on the same level with that of the pipeline laid on either side of the road.The carrier pipe has to be prehydrotested for 6 hours before installing into the casing pipe. With 400 mm NB Casing Pipe

15.6 Ref Schedule of Rates item no 140(Open cut cased road crossing):- nstallation of casing pipe by open cut for Road wherever required in all types of soils and terrain. Casing to be provided across the width of the road as per the requirment. All guidelines to be followed by the Contractor. The carrier pipe has to be prehydrotested for 6 hours before installing into the casing pipe. The job shall include open cutting of road, laying of casing pipe, installation of insulators,subsequent insertion of carrier pipe in the casing, installation of end seals and vent pipes. With 400 mm NB Casing Pipe

15.7 Ref Schedule of Rates item no 150 (Water body crossing by opencut): Submerged Crossing of river/ water body/ nallah of upto 5 m width/ lake to a depth of minimum 1.0 m below the permanent bed level of the rivers / water bodies at the position of crossing. All jobs associated with the item viz. handling, aligning, welding of pipe joints and fiitings, supply of all equipment / labour / consumables for excavation and crossing will be carried out and arranged by the contractor. Measurement of this item will be done from the over bend of one side to the over bend of the other side along the profile of the line.

16.0 OTHERS:

16.1 VALVE ASSEMBLIES:
Valve assemblies shall be installed at locations designated by THE COMPANY. Valve installations shall include all supports (wherever applicable). The valve shall be tested to specified test pressure of the pipe line before installation.

16.2 Ref Schedule of Rates item no 220(Installation of Valves):- Installation of supplied valves like Gate / Check / Ball / Plug / Globe / Control Valves etc. of different sizes on pipeline laid over ground / overhead / all all elevation whenever required with proper gaskets, studs / bolts & nuts in both sides as per the instruction of site Engineer. No tension on existing piping shall be allowed during installation. Per Job Per Inch Dia . Example 6" 2 nos valve = 6X 2 =12, 8" 3 nos valve= 8X 3= 24.

17.0 PAINTING

17.1 GENERAL

i) This specification covers the minimum technical requirement for the painting of above ground piping, structures, requirement etc. (if any) installed by THE CONTRACTOR as per the Scope of Work explained earlier. The primer and finished paint necessary will be procured and applied by THE CONTRACTOR.
ii) Work: The work involves surface preparation and painting the outer surfaces as specified.

17.2 PAINTING SPECIFICATION:

i) This specification covers the general requirements like surface preparation, paint application sequence, methods of paint application etc.

ii) No paints shall be applied to the name plates, studs, bolts, nuts, spindles and threads of valves and other such items / accessories. Any paint on these shall be removed if applied through carelessness or inadvertence at THE CONTRACTOR#S cost.

17.3 MATERIAL SPECIFICATION:
Primer for Synthetic Enamel Finishing Paint: Primer shall be of red-oxide zinc chromate.

17.4 SURFACE PREPARATION:

i) Any surface to be painted shall be dry and clean. It shall be free from rust, dust, grease, and other foreign materials before paint is applied. All steel surfaces shall be free from all loose mill scale and removable rust.

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

iii) No sharp scratches or cuts shall be made on the surface during cleaning operations.

17.5 METHOD OF SURFACE PREPARATION:

All piping, structural steel shall be cleaned manually by wire brushes or by mechanical wire brushes.

17.6 HAND CLEANING:
Procedure of hand cleaning consists of:
a) Hand Scaling

b) Hand Scraping

c) Hand wire brushing

d) Other systems with manual striking tools. Rust mill scale and other foreign matter classified as loose, shall be removed by hammering, scaling or by any other hand striking tools or by a combination of the above methods.

17.7 PAINTING APPLICATION:
Sequence of application: The sequence of painting application shall be as given below:
All exposed surfaces shall be given a coat of Zinc Chromate primer and a coat of synthetic enamel or Aluminium Paint.

a) Each paint coat shall be dry before applying the next coat. The drying time shall be as recommended by the paint manufacturer.

b) No outdoor painting shall be done during following weather conditions.
-- Rain
-- Fog
-- Any other adverse condition.

c) To paints used shall be uniform and of even consistency.

17.8 METHODS OF APPLICATION:
Primer coats shall be applied by brushing. The preferred method for the finish costs is brushing or spraying. Sufficient time shall be allowed between coats for thorough drying. This shall be strictly followed as per manufacturer's recommendation.

17.8 Ref Schedule of Rates item no 200(Primer/Paint Application):- Welded pipe line and its fittings to be laid over-ground shall receive the following anti-corrosive protection. Manual cleaning and then application of primer and paint.

18.0 Hook up with existing pipeline: All works related to hook up of the new line with existing / another pipeline shall be carried out as per industry practice by following all safety norms. The job includes making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of COMPANY.

Hook up for the entire pipeline Laying / construction of 200mm NB diameter, 3LPE coated COD pipeline from WHS-MFK to Moran OCS-1 via MRN-109 has been considered as 1 (ONE) JOB. During field execution there may be more than one segments where necessary golden joint may be required, however payments for such golden joints shall be made to Contractor as per Schedule of rate Item No. 50 (Welding of Pipe Joint) or Schedule of rate Item No. 190 (Welding of Misc Jobs) as deemed fit by COMPANY. Hence, Hook up for the entire pipeline shall be considered as 1 (ONE) JOB.

18.1 Ref Schedule of Rates item no 160(Hook up):- Hook up with existing pipeline. All works related to hook up of the new line with existing / another pipe line shall be carried out as per industry practice by following all safety norms. The job includes making all necessary arrangement for safe working, providing assistance for testing, providing all necessary equipment, labour, materials, consumables and performing all works necessary for completion of works strictly in accordance with the relevant specifications and instructions of COMPANY.
For 250 mm NB Pipeline.

19. Payment for mobilisation will be entitled if the contractor has completed mobilization as per the scope of the Contract (Weightage-0.5). The demobilization shall be given after completion of job (Weightage-0.5).

19.1 Ref Schedule of Rates item no 170(Mobilisation and Demobilisation):- Payment for mobilisation and demobilisation will be entitled if the contractor has mobilised and completed all the assigned job.

20.0 Installation of Scrapper Barrel

20.1 Scrapper Barrel shall be delivered to the CONTRACTOR at COMPANY'S designated stores / yards. It shall be responsibility of the CONTRACTOR at his own risk and cost to take delivery of the materials (Scrapper Barrel) from the COMPANY'S stores / yard after completing the required formalities and to arrange for loading, transportation to the job site and unloading at the job site.

20.2. The CONTRACTOR shall inspect the materials (Scrapper Barrel/Pig Trap) supplied to him at the time of taking delivery thereof and satisfy himself of the quantity, quality and

condition thereof prior to taking delivery and the COMPANY shall not be liable for any claims or complaints whatsoever in respect of quantity, quality and condition of said materials once the CONTRACTOR has taken delivery thereof.

20.3 Ref Schedule of Rates item no 230(Installation of Scrapper Barrel):- Taking delivery from Company's yard, loading, transportation, unloading and erection of Pig Trap as per the requirments, specifications, instructions of COMPANY's representative/ site engineer.

20.4 Ref Schedule of Rates item no 240 (Erection of Scraper shed) :- Erection of Pigtrap Shed Supply, fabrication, erection and installation of Pig Trap Sheds as per specifications and drawing . The item also includes, construction of drain of around the shed . All materials, equipment, consumables, labour, etc. required for the job will be supplied by the contractor.

21.0 Fabrication and Installation of Pipe Support

21.1 Fabrication of Pipe Support shall be in the scope of the CONTRACTOR. Pipes required for fabrication of the Pipe Supports and Pipe Trestles shall be supplied by the COMPANY. Pipe Support shall be installed as directed by the COMPANY's REPRESENTATIVE.

21.3 Ref Schedule of Rates item no 180(Fabrication and Installation of pipe Support):- Fabrication and installation of pipe support. The support should be fabricated as an I section. The post of the support will be piled into the ground. The pipe support may be fabricated in marshy and water logged area.

22. Pipeline Geometry Survey (EGP):

Contractor is allowed to avail back-up services from any reputed pigging company for Pipeline Geometry Survey (EGP).

Ref Schedule of Rates item no 320-
Pipeline Geometry Pigging includes providing of all resources at site, carrying out required preparatory pig runs, running of magnetic cleaning pig, data analysis, documentation etc., complete in all respects. The EGP shall be capable of recording the entire length of the pipe segment in one single run. The measurement shall cover the entire 360 Degree of Internal Pipe Circumference using properly oriented and sufficient nos. of sensors. The tool shall be capable of identify and locate Individual Girth Weld, Dent/ ovality/ buckles/ ripples/ change of thickness etc., Valves, Tap-offs. EGP shall have valid calibration and copy of calibration shall be submitted to client. Bidders are free to avail back-up services from any reputed pigging company for above specialized services. All risks and costs of pig getting stuck shall be with the contractor and all costs of retrieving such pig shall be borne by the contractor. Payment shall be made on actuals.

C. SCOPE OF SUPPLY

1.0 Company's Scope of Supply:-
a) Line pipe - Factory coated and bare pipe.
b) Factory made long radius bends - Factory coated or bare
c) Pipe Fittings
d) Scrapper Barrels

The required quantities of the following pipe fittings will be supplied by the Company wherever required:

i) All Valves, flanges and insulating joints etc.
ii)Stud Bolts and Nuts
iii) Gaskets.
iv) Pipes for vents

2.0 Contractor's Scope of Supply

The procurement, hiring and supply, in sequence and at the appropriate time, of all materials and consumables required for completion of the WORK as defined in this document except the materials specifically listed under para C.1.0 above as Company free-issue materials, shall be entirely the Contractor's responsibility. The rates quoted for the execution of the WORK shall be inclusive of supply of all these materials. As a minimum, such materials to be supplied by the Contractor shall include, but not limited to, the following.

a) All equipment and consumables for welding such as welding electrodes, oxygen, acetylene, inert gases, all types of electrodes etc. for welding / cutting purpose.

b) Field joint coating materials shall be as specified elsewhere in the tender document.

c) All temporary materials required for filling, pressurizing and dewatering in connection with hydrostatic testing including pipes, flanges, fittings, valves, gaskets, bolts, nuts, instruments, etc. required for fabrication of test headers and all consumables.

d) Field joint coating, casing insulators, casing end seals, cement, structural steel (wherever applicable) shall be supplied by the Contractor.

e) Bends (other than company supplied bends) shall be fabricated by cold bending process.

f) Pumps for hydrostatic testing.

g) All construction equipment (including Boring equipment of appropriate capacity), tools & tackles, etc. required for execution of the work.

h) All pigs for cleaning, gauging, filling and dewatering of the pipeline.

i) All consumables required for all types of tests and NDT including radiographic film, etc.

j) All safety tools and tackles, devices, apparatus, equipment, etc. including ladders and scaffolding etc. complete as required.

k) All material for anti-buoyancy measures, as required.

l) End caps.

m) Any other materials, equipment and consumables not specifically listed herein but required for the successful completion of the WORK.

o) Ref Schedule of Rates item no 290(Supply of Insulator):- For 200 mm NB Pipeline

p) Ref Schedule of Rates item no 300(Supply of End Seal):- Heat Shrinkable, thick walled synthetic rubber with fibre glass reinforcement and adhesive sealant. Type: Open type with pre-attended zipper of non-corrosive material having a covering flap with adhesive sealant. For 250 mm NB Pipeline

q) Ref Schedule of Rates item no 310(Supply of Heat Shrinkable Sleeve):- Heat shrinkable wraparound sleeve shall consist of radiation cross-linked, thermally stabilized, ultraviolet resistant semi-rigid polyolefin backing with a uniform thickness of high shear strength thermoplastic / co-polymer hot melt adhesive. The joint coating system shall consist of a solvent free epoxy primer applied to the pipe surface prior to sleeve application. The backing shall be provided with suitable means (thermo-chrome paint, dimple, or other means) to indicate the desired heat during shrinking in field is attained. The sleeve shall be supplied in pre-cut sizes to suit the pipe diameter and the requirements of overlap. The heat shrinkable wraparound sleeve shall have the required adhesive properties when applied on various commercial pre-coating materials of reputed manufacturer. For 250 mm NB Pipeline

r) Fabrication of cold bend-
Ref Schedule of Rates item no 210: Fabrication of field cold bend having minimum radius of curvature 30D. In no case the pipe axis bend angle should be more than 22.1/2 degree. Bend shall be free from deformities. Defective bends will be rejected. For 250 mm NB Pipeline.

s) The Contractor must possess the following equipment during mobilization and against these equipment necessary Format F-1 shall be submitted-

Sl. No.	**Equipment Description**	**Quantity**
1	Portable trailer mounted Diesel Engine driven DC Arc Welding Machines. (Welding Current Range- 50 to 400 Amps)	**4 nos.**
2	Pipe trailer	**2 no.**
3	Excavator/ Back Hoe- Ex-100 & above or equivalent	**1 no.**
4	Pipe Clamp – External	**10 nos.**
5	Chain Pulley Blocks of 3 to 5 tons capacity	**5 nos.**
6	Tripods	**3 nos.**
7	Pressurization Pump – Motorized (Hydrotesting capacity of 200 kg/cm^2 or above)	**1 no.**
8	Dewatering Pump	**1 no.**
9	Cutting Torch (Nozzle mixed type) with flashback arrestor	**4 nos.**
10	Grinding Tool	**4 nos.**

Bidders are required to submit documentary evidence of ownership of the above equipment as indicated below: - The bidder shall submit the certificate from chartered accountant (for 'ownership / possession' of equipment / vehicles) as per format F-1 enclosed in the Bid Document.

** The Contractor may hire the required no. of Pipe trailer and/or Excavator/ Backhoe through lease deed/MoU and has to submit the lease deed/MOU along with the technical bid, failing to which their bid will be liable for rejection.

t) These equipment must be in the possession of the Contractor during the period of Contract. However, deployment at the worksite will be as per job involvement. No idle charges will be applicable in the event any or all of the above equipment is not in use at any point during the Contract. In a scenario of Non deployment /short deployment of equipment(s), Company may penalize the Contractor with Rs 700.00/- per equipment per instance.

3.0 DEPLOYMENT OF EQUIPMENT-

a) During mobilization of the Contract, physical verification of the contractor's owned equipment as certified in Format F-1 (submitted with the bid document) shall be carried out. These equipment shall be available at 'Duliajan' for physical verification by a company representative. In the event, contractor is unable to produce the equipment at 'Duliajan' for physical verification, mobilisation shall be deemed incomplete.

b) During the execution of this Contract, if a situation arises where necessary changes have to be made in the equipment engaged by the contractor as per Format F-1, then the list of replacement equipment (owned by the contractor) duly certified by a Chartered Accountant/Statutory Auditor as per Format F-1 must be submitted to HOD-OGPL&P before engaging the same at site.

c) The certificate provided by Chartered Accountant/Statutory Auditor as per Format F1 shall be considered as final document to establish the ownership of these equipment by the Contractor. No further document verification regarding ownership of these equipment possessed by Contractor shall be carried out by OIL.

D. OTHER CONDITIONS

1.0 Pipeline Crossing

1.1 Crossing location and Survey
It shall be the responsibility of the Contractor to carry out all investigations and collection of other data if necessary.

1.2 Contractor shall make site visits to familiarize himself with all the salient features of the crossing location and available infrastructure in the vicinity of crossing location. Contractor shall be deemed to have considered all constraints and eventualities on account of local conditions, site conditions, soil etc. along pipeline route while formulating his bid. Contractor shall not be eligible for any compensation in terms of cost and / or time, on account of site conditions along pipeline route varying to any extent from whatever is described in the tender document.

2.0 Pipeline Route

For pipeline construction purpose, strip of land for pipeline shall be made available to Contractor by the Company. Contractor shall carry out construction work within the width of the route as made available to him with no time and cost implication to the Company.

3.0 Construction equipment

Contractor shall mobilize all construction equipment, tools & tackles for completion of work complying all the bid requirements.

4.0 As built documents

The contractor shall process As-built drawing from the start of construction in the CAD format. Required measurements for As-built drawing shall be executed by the Contractor. GPS co-ordinates shall be collected and mapped for all required locations. The Surveyor shall take care of all measurements such as but not limited to:

- Location and type of bends, fittings etc. and point of intersection
- Pipe wall thickness
- Location and details of valves, flow tee, insulating joints, fencing etc.
- Location and details of road, railway, water crossings
- Location and details of crossing pipes, vents
- Location and details of over ground pipe laying
- Location and type of markers (if any)
- Location and details of Pig trap locations along with signaller positions
- Location of RoU/ RoW and pipeline with respect to RoU/RoW

The contractor shall submit 3 copies of signed and approved As-built drawing and soft copies of drawing files in CD-ROM in pdf as well as CAD formats.

5.0 PIPE BOOK

The contractor shall prepare and submit signed and approved Pipe Book as follows:
Every page of the Pipe and Welding Book shall mention –

- Data relevant to the project and section thereof
- Length brought forward (for pipes and other materials)
- Length to bring forward (for pipes and other materials)

Contractor shall also provide .KMZ file of the laid pipeline.

6. INVOICING PROCEDURE AND PAYMENT TERMS

Contractor shall raise running bills as per certified measurement sheet in GST Invoice format for the completed work as per the Schedule of Rate terms.

Format F-1

FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT

(Ref. BRC/BEC Clause No. 3.3)

Description of Work: ***(as per Tender Document)*** **Date: DD.MM.YYYY**

Tender No.: CDO6639P25

To whom-so-ever it may concern

This is to certify that M/s. **(Bidder's Name)**, having their registered office at **(Bidder's Address)**, is the owner of the equipment mentioned below (or in the attachment) as per our inspection of records / books of accounts / documents of M/s. **(Bidder's Name)** on **(Date)**.

Sl. No.	Equipment	Make/ Model	Capacity	Qty.	Year of Manufacture	Present Location of Equipment

Further, this equipment will be deployed for **(Description of Work)** in case M/s. **(Bidder's Name)** isawarded with the job.

(Signature of Chartered Accountant / Statutory Auditor)

Place: _____

Membership No. of CA: _____

Date: DD.MM.YYYY

Firm Registration No.: _____

UDIN: _____

Note: The above certificate shall be issued in the letter head of Chartered Accountant / StatutoryAuditor.

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

SUB: SAFETY MEASURES

Description of service: Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.

4. All persons deployed by the contractor for working in a mine must undergo initial medical examination, PME.

5. 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.

6. 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.

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

8. The contractor shall have to report all incidents including near miss (if any) to Installation Manager/departmental representative of the concerned department of OIL.

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

10. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement.

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

12. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under

the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

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

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

(Seal) Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.** 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 take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(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.

.....	**.....**
For the Principal	**For the Bidder/Contractor**
Date:	Witness 1: .....
Place:	Witness 2: .....

E-TENDER NO. CDO6639P25

PROFORMA-I

BID FORM

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

Sub: IFB No. CDO6639P25

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120** days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2024.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

E-TENDER NO. CDO6639P25

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

E-TENDER NO. CDO6639P25

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDO6639P25

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO6639P25** for **Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDO6639P25

We_____of_____

Confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDO6639P25** for **– Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.** for any commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

PROFORMA-V

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

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

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

SEALED with the said Bank this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

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

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

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

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.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

_____
(Signature, Name and Address)

Date: _____

Place: _____

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

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee

(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

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

E-TENDER NO. CDO6639P25

PROFORMA-VI

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

_____

Signature of Bidder with Official Seal

PROFORMA-VII

FORM OF PERFORMANCE BANK GUARANTEE

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

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 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:

Contd...P/2

PROFORMA-VII

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 _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760 / MT 760 COV for issuance of Bank Guarantee
(ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code – ICIC0000213; SWIFT Code - ICICINBBXXX. Branch Address: ICICI Bank Limited, Duliajan Branch, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam-786602.

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

PROFORMA-VIII

AGREEMENT FORM

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

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

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

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

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 10% of Contract value) with validity of 90 (Ninety) days beyond the contract period.

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA-IX

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

Ref. No_____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO6639P25

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sir,

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

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

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

Yours faithfully,

For (type name of the firm here)

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

E-TENDER NO. CDO6639P25

PROFORMA-X

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

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref : Note 'b' under Clause 3.0 Financial Criteria of BEC/BRC of Tender No. CDO6639P25

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

E-TENDER NO. CDO6639P25

PROFORMA-XI

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER NO. CDO6639P25

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Type of Bidding Entity	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……..%
6.	EMD Details: Whether Bid Security submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of bid opening.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local	

	Content along with Certification of Incorporation/ Registration and other relevant documents required under BEC Clause No. 2.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures/Appendix	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
19.	Whether Technical Evaluation Sheet for BEC BRC submitted	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

E-TENDER NO. CDO6639P25

PROFORMA-XII

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security 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 Telephone Fax
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: _____

Encl: Original bank guarantee

PROFORMA-XIII

UNDERTAKING FOR LOCAL CONTENT

(To be submitted in the letter head of the bidder)

We, _____ (Name of the bidder) have submitted Bid No. _____ against Tender No. _____ dated _____ for **Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.**

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. **Letter 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. _____

E-TENDER NO. CDO6639P25

PROFORMA-XIV

[FORMAT FOR SELF DECLARATION as per BEC Clause No. 2.3 (B)]
(On company's Letter Head)

TO,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED, DULIAJAN

Sub: Declaration against BRC/BEC Clause No. 2.3 (B)

Ref. IFB No. CDO6639P25

Sir,

This has reference to your Tender No. ..... Dated ..... 20__ on the subject .....

We ..... (Name of the Company) hereby categorically confirm that during mobilization of the contract, the owned equipment as certified in Format F-1 shall be available at 'Duliajan' for physical verification by a company representative, and in the event of failure to produce the equipment at 'Duliajan' during mobilization, mobilization shall be construed as incomplete."

Yours Faithfully,

FOR & ON BEHALF OF BIDDER

(Name & Designation of Authorized person)

Name: _____

Designation: _____

Signature: _____

(Affix Seal of the Organization here, if applicable)

PROFORMA-XV

FORMAT FOR INSPECTION CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO6639P25

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulate that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder 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: _____

Designation: _____

ANNEXURE-X

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s ..... (Name of the Bidder) for the last 03 (Three) completed accounting years up to..... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR	**NET WORTH** In INR

Place:
Date:

Seal:

Membership Number: Signature

Registration No.:

UDIN:

ANNEXURE-I

FOR UNDERTAKING

(IN TERMS OF BEC CLAUSE NO. 2.3 OF TENDER NO. CDO6639P25

(On Non-Judicial Stamp Paper of Rs. 100/-)

TO BE NOTORISED

To
CGM-CONTRACTS(HoD)
OIL INDIA LIMITED
DULIAJAN

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO: CDO6639P25

Dear Sir(s),

This is in connection with the Bid submitted by _____ against Tender No. CDO6639P25 for **Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.** The bidder has offered following vehicles for placement in OIL and further these will be deployed for **(Description of Work)** in case M/s. **(Bidder's Name)** is awarded with the job.

Vehicle Registration No	Year of Manufacture	Name of the Owner
1.		
2.		
3.		
4.		
5.		
6.		

Now, I, the Bidder do hereby confirm and undertake that the offered vehicles, as detailed hereinabove are not offered and/or included in any other offer(s) under the subject Tender.

I further agree and undertake that in case of any violation of the above undertaking, OIL shall be at liberty to take appropriate action against us in terms of the Tender.

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

Yours faithfully,

1. Authorized Signatory _____

(**BIDDER and OWNER OF THE VEHICLES)**

E-TENDER NO. CDO6639P25

Place:-

Date:-

VERIFICATION

I Sri/Smt _____the above-named deponent do hereby verify on oath that the contents of the affidavit above are true to my personal knowledge and no material has been concealed or falsely stated. Verified at _____ this _____ day of _____.

DEPONENT

IDENTIFIED BY:

(_____)

ADVOCATE:

Signed & sworn before me by the above-named deponent on being identified by Sri/Smt _____, Advocate.

NOTARY (Signature with Seal)

E-TENDER NO. CDO6639P25

Format F-1

FORMAT FOR CERTIFICATE BY CHARTERED ACCOUNTANT FOR OWNED EQUIPMENT

(Ref. BRC/BEC Clause No. 2.3)

Description of Work: ***(as per Tender Document)*** **Date: DD.MM.YYYY**

Tender No.: CDO6639P25

To whom-so-ever it may concern

This is to certify that M/s. **(Bidder's Name)**, having their registered office at **(Bidder's Address)**, is the owner of the equipment mentioned below (or in the attachment) as per our inspection of records / books of accounts / documents of M/s. **(Bidder's Name)** on **(Date)**.

Sl. No.	Equipment	Make/ Model	Capacity	Qty.	Year of Manufacture	Present Location of Equipment

Further, this equipment will be deployed for **(Description of Work)** in case M/s. **(Bidder's Name)** isawarded with the job.

(Signature of Chartered Accountant / Statutory Auditor)

Place: _____

Membership No. of CA: _____

Date: DD.MM.YYYY

Firm Registration No.: _____

UDIN: _____

Note: The above certificate shall be issued in the letter head of Chartered Accountant / StatutoryAuditor.

E-TENDER NO. CDO6639P25

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(REF. CLAUSE NO. 18.6 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____ , have read the clause regarding restrictions on procurement from 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, has 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.

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)

EXHIBIT–II

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

(REF. CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER)

We, M/s _____, have read the clause regarding restrictions on procurement from 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, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

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)

EXHIBIT–III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY (ToT)

(REF. CLAUSE NO. 18.1 OF THE INTRODUCTION/FORWARDING LETTER)

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 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.

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)

E-TENDER NO. CDO6639P25

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

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

APPENDIX-2

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

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

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

Ref: Tender No. _____

We, _____ (Name of the bidder) 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.

Place: _____

Date: _____

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

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

DESCRIPTION OF WORK/SERVICE: Laying / construction of 250mm NB diameter, 3LPE coated Gas Distribution pipeline from Moran OCS to Lakwagaon GGS in OIL's Operational Area in the state of Assam.

PRICE BID FORMAT

NAME OF BIDDER	
Bidder's GST No.	
SAC/HSN Code	

Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (CGST+SGST/ CGST+UTGST/ IGST/Not Applicable)	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST	Allowable weightage for line item (Column D1) (as % of total bid value)		Remarks
			A	B	C		D1 = A1 * B	E1 = D1+(D1*C%)	Min %	Max %	
10	Transportation materials to site	TKM	90,733.03				0.00	0.00	6.49%	7.93%	To Quote
20	Clearing and Grading	M2	2,32,000.00				0.00	0.00	6.91%	8.44%	To Quote
30	Swabbing, Cleaning & Stringing of Pipes	M	23,200.00				0.00	0.00	2.03%	2.48%	To Quote
40	Qualification of Welders	JOB	1.00				0.00	0.00	0.13%	0.16%	To Quote
50	Welding of Pipe Joint	NO	2,400.00				0.00	0.00	9.84%	12.02%	To Quote
60	Tie In Joints	NO	48.00				0.00	0.00	0.26%	0.31%	To Quote
70	Cross Trenching	M	250.00				0.00	0.00	0.05%	0.06%	To Quote
80	Excavation of Earth normal soil	M3	44,100.00				0.00	0.00	15.64%	19.12%	To Quote
90	Excavation of Earth hard soil	M3	8,100.00				0.00	0.00	3.59%	4.39%	To Quote
100	Lowering the Pipes	M	23,200.00				0.00	0.00	2.73%	3.33%	To Quote
110	Backfilling the Trench	M	23,200.00				0.00	0.00	2.06%	2.51%	To Quote
120	Hydrotesting	M	24,000.00				0.00	0.00	1.61%	1.96%	To Quote
130	Road/Railway/Highway/Embankment crossing	M	300.00				0.00	0.00	2.16%	2.64%	To Quote
140	Open cut cased road crossing	M	100.00				0.00	0.00	0.35%	0.43%	To Quote
150	Water body crossing by opencut	M	100.00				0.00	0.00	0.64%	0.78%	To Quote
160	Hook Up	JOB	1.00				0.00	0.00	0.06%	0.08%	To Quote
170	Mobilisation and Demobilisation	NO	1.00				0.00	0.00	4.50%	5.50%	To Quote
180	Fabrication and Installation of pipe Sup	NO	100.00				0.00	0.00	0.07%	0.08%	To Quote
190	Welding of Misc Jobs	CM	17,150.68				0.00	0.00	1.70%	2.08%	To Quote
200	Primer/Paint Application	M2	68.58				0.00	0.00	0.02%	0.02%	To Quote
210	Fabrication of cold bend	NO	70.00				0.00	0.00	0.39%	0.47%	To Quote
220	Installation of Valves	PJI	240.00				0.00	0.00	0.15%	0.18%	To Quote
230	Installation of Scrapper Barrel	NO	2.00				0.00	0.00	0.14%	0.17%	To Quote
240	Erection of Scraper shed	M2	200.00				0.00	0.00	1.44%	1.76%	To Quote
250	Installation of Weld Joint sleeve	NO	2,600.00				0.00	0.00	4.70%	5.74%	To Quote
260	Holiday inspection services	M	24,000.00				0.00	0.00	1.78%	2.17%	To Quote
270	Services of Radiography	JT	2,600.00				0.00	0.00	7.20%	8.79%	To Quote
280	Coating repair	CM2	6,429.15				0.00	0.00	1.24%	1.51%	To Quote
290	Supply of Insulator	NO	234.00				0.00	0.00	0.70%	0.86%	To Quote
300	Supply of End Seal	NO	70.00				0.00	0.00	0.96%	1.17%	To Quote
310	Supply of Heat Shrinkable Sleeve	NO	2,600.00				0.00	0.00	5.37%	6.56%	To Quote
320	Pipeline Geometry Survey (EGP)	M	24,000.00				0.00	0.00	2.60%	3.18%	To Quote
330	Road/Railway/Highway/Embankment crossing	M	300.00				0.00	0.00	2.54%	3.10%	To Quote
						Total Contract Cost (Rs.)	**0.00**	**0.00**			

NOTE:

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) for each option individually i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST).

3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

4. Price Bid uploaded without giving any of the details of the taxes (including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

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

6. Bidder may seek benefits under Purchase Preference Policy linked with Local Content (PP-LC).

7. Refer to GCC &SCC for detail of GST.

8. Refer to SOQ & SCC for Item detail Description.

9. Mobilisation Period: 30 (Thirty) days from the date of issue of LOA

TECHNICAL EVALUATION SHEET FOR BEC
E-TENDER NO. CDO6639P25

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	**1.0**	**BID EVALUATION CRITERIA (BEC):** The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids shall be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.			

2	**1.1**	**ELIGIBILITY CRITERIA: The bidder must be incorporated in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.** Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022** (including subsequent amendments thereof, if any) shall be applicable. Whether **or not** the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be liable for rejection. (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XIII**] (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.			
2.0 TECHNICAL EVALUATION CRITERIA					
3	**2.1**	**2.1 EXPERIENCE:** The bidder must have experience in successfully executing/completing **'SIMILAR WORK'** (s) in previous 07 (Seven) years to be reckoned from the original bid closing date, as under-			

		1. One completed **'SIMILAR WORK'** costing not less than the amount equal to **Rs. 5,12,41,000.00 (Rupees Five Crore Twelve Lakh Forty One Thousand only).** **OR** 2. Two completed **'SIMILAR WORK' (s)** each costing not less than the amount equal to **Rs. 3,20,26,000.00 (Rupees Three Crore Twenty Lakh Eighty Twenty Six Thousand only).** **OR** 3. Three completed **'SIMILAR WORK' (s)** each costing not less than the amount equal to **Rs. 2,56,21,000.00 (Rupees Two Core Fifty Six Lakh Twenty One Thousand only).** **OR** 4. One completed **'SIMILAR WORK'** of minimum length of **19.2 KM**. **OR** 5**.** Two completed **'SIMILAR WORK'(s),** each of minimum length of **12 KM**. **OR** 6**.** Three completed **'SIMILAR WORK'(s),** each of minimum length of **9.6 KM**.			
4	**Notes to BEC Clause 2.1 above**	**a.** **"SIMILAR WORK"** mentioned in Clause No. 2.1 means " Construction of Crude Oil/Petroleum Product/Gas transportation welded pipe lines of minimum 200mm NB in any E&P Industry (E&P means any company engaged in exploration and production of crude oil & natural gas) or Midstream or Downstream Oil and Gas Company conforming to ASME B31.4/ 31.8." **b.** Proof of requisite Experience, viz award and subsequent successful execution/completion of 'SIMILAR WORK' (refer Clause no.			

		2.1 above), must be substantiated by submission of the following documents along with the bid: A. Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1 above. AND B. Job Completion Certificate showing: i. Gross value of job/quantity done ii. Nature of job done and Work order no./Contract no. iii. Contract period and date of completion OR SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the Client/End User indicating the following: i. Work order no./Contract no. ii. Gross value of jobs/quantity done iii. Period of Service iv. Nature of Service **c.** In case requisite experience is against **OIL's Contract,** the bidder need not submit requisite documentary evidence but must categorically specify OIL's Contract Number and date against which they have executed the work. **d.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.			

		e. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause No. 2.1 will only be treated as acceptable experience. **f.** Following work experience will also be taken into consideration: (i) If the prospective bidder has executed contract(s) in which "SIMILAR WORK" is also a component of the contract. (ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity executed within the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum quantum prescribed in the BEC. (iii) If the prospective bidder is executing **'SIMILAR WORK'** which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC. For proof of work experience against Para f. above, to satisfy a) work defined above b) minimum prescribed value/quantity c) prescribed period of 07 years, bidder(s) must submit the Contract document / LoA / WO showing details of work along with breakup of 'SIMILAR' work and its period executed within the prescribed period of 07 (seven) years reckoned from the original bid closing date. The executed work must be certified by the end user and must be supplemented with a certificate clearly specifying the period and value/quantity, issued by end user or			

		a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). **g.** In case of **'SIMILAR WORK'** executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'f' above, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'. **h.** **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC. **i.** Bids submitted for part of the work will be rejected. **j.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1. **2.2** The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected. **2.3 EQUIPMENT DEPLOYMENT CRITERIA:** Bidder shall meet the minimum construction equipment requirement as specified as per **Annexure- A** to SCC in the bidding document. Documents Required for Qualification- **A.** The bidder shall submit the certificate from chartered accountant/ Statutory Auditor (for 'ownership / possession' of equipment / vehicles) as per **Format F-1** enclosed in the Bid Document. The Contractor may hire the Pipe trailer and/or Excavator/ Backhoe			

		through lease deed/MoU and in such case has to submit the lease deed/MOU along with the technical bid, failing to which their bid will be liable for rejection. **B.** The bidder must provide an undertaking as per **PROFORMA-XIV** in their letter head that- "During mobilization of the contract, the owned equipment as certified in **Format F-1** as well the leased / hired equipment shall be available at 'Duliajan' for physical verification by a company representative, and in the event of failure to produce the equipment at 'Duliajan' during mobilization, mobilization shall be construed as incomplete." **2.4** Bids without adequate documentary proof as per clause no. 2.3 above, shall be liable for rejection.			
3.0	**FINANCIAL EVALUATION CRITERIA**				
5	**3.1**	Annual Financial Turnover of the bidder from operations during any preceding 03 (Three) financial/accounting years from the original bid clos date should be at least **Rs. 2,13,51,000.00 (Rupees Two Crore Thirt Lakh Fifty One Thousand only).** **[Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation 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).**]**			
6	**3.2**	Net worth of the bidder must be Positive for the preceding financial/accounting year. **[Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (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".**]**			
7	**Notes to BEC clause 3.0 above**	**a.** For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Audited Balance Sheet along with Profit & Loss account. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**. Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered/Cost Accountant in Practice. **b.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.			

		c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same. **d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above. **e.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.1 & 3.2.			
4.0	**COMMERCIAL EVALUATION CRITERIA**				
8	**4.1**	The bids are to be submitted in single stage under Two Bid System i.e., Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.			
9	**4.2**	The price quoted by the successful bidder must be firm during performance of the contract and not subject to variation on any acco except as mentioned in the bid document. Any bid submitted with adjusta price quotation other than the above will be treated as non-responsive a rejected.			
10	**4.3**	Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected. PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender **(being works contract tender)**. Hence, Purchase Preferences allowed as per Government Guidelines in Vogue and exemption from submission of bid security			

		against MSE Units is **not applicable** for this tender. For details of submission of bid security bidder may refer ITB clause no. 12.0 of the tender.			
11	**4.4**	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
12	**4.5**	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
13	**4.6**	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
14	**4.7**	Any bid containing false statement will be rejected and action will be tal by Company as per Bid Document. The bidder has to submit an undertak in this regard as per attached **Proforma-IX.**			
15	**4.8**	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only. **The Price Bid Format of this tender incorporates a weightage range for each of the line items. Bidders are allowed to quote as per the weightage within the upper and lower limit specified for each of the line items. Bids submitted without adhering to the weightage limits, as described in the Price Bid Format(s), shall be liable for rejection.**			

16	**4.9**	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: **(i)** Firm price **(ii)** EMD/Bid Security/Bid Bond **(iii)** Period of validity of Bid **(iv)** Price Schedule **(v)** Performance Bank Guarantee / Security deposit **(vi)** Delivery / Completion Schedule **(vii)** Scope of work **(viii)** Guarantee of material / work **(ix)** Liquidated Damages clause **(x)** Tax liabilities **(xi)** Arbitration / Resolution of Dispute Clause **(xii)** Force Majeure **(xiii)** Applicable Laws **(xiv)** Specifications **(xv)** Integrity Pact			
17	**4.10**	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
18	**4.11**	Bid received with validity of offer less than **120 (One hundred twenty) days** from Bid Opening Date will be rejected.			
19	**4.12**	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Part-VI/Integrity Pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The			

		proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			
20	**4.13**	Bidders shall submit declaration as per **Appendix-1** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law OR no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			
21	**4.14**	Bidders shall submit declaration as per **Appendix-2** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring them from carrying on business dealings with OIL.			
22	**4.15**	Bidder must submit the duly filled Technical Evaluation checklist, commercial checklist, proformas and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.			
5.0 PRICE EVALUATION CRITERIA					
25	**5.1**	Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.			

26	**5.2**	Bidders are required to quote for all the items as per Price Bid Form otherwise the offer of the bidder will be straightway rejected.			
27	**5.3**	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.			
28	**5.4**	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.			
29	**5.5**	The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.			
30	**5.6**	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.			
31	**5.7**	In case of identical overall lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
32	**5.8**	The inter-se-ranking of the techno-commercially qualified bidders will determined on overall lowest cost basis (L-1 offer) i.e. considering the To quoted price inclusive of all liabilities and GST.			
33	**5.9**	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.			

		However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
34	**5.10**	Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.			
35	**5.11**	Input Tax Credit on GST (Goods & Service Tax) for this service is N available to OIL & the bids will be evaluated based on total price includ GST.			
	5.12	Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder(s) in line with Clause No. 5.9 above.			
6.0 GENERAL					
36	**6.1**	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			
37	**6.2**	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline			

		given by the company, failing which the offer will be will be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			
38	**6.3**	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			
39	**6.4**	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			
40	**6.5**	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
41	**6.6**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
42	**6.7**	The constituent of a bidder [member/partner], if any, are not allowed to bid directly or indirectly (through any other arrangement) against this tender. In such cases, all such bids shall be categorically rejected.			
7.0	**PURCHASE PREFERENCE CLAUSE:**				
42	**7.1**	**PURCHASE PREFERENCE TO MSE BIDDERS:** **Purchase Preference** allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is **not applicable** for this tender (being works contract tender).			
43	**7.2**	**PURCHASE PREFERENCE POLICY (PP-MII):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of			

		Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India 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) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof. Bidders seeking benefits, under Purchase Preference Policy (PP-MII) shall have to comply with all the provisions of Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 or subsequent amendments, if any.			
8.0	**AWARD OF CONTRACT:** Contract for hiring of the tendered services shall be awarded as below**:**				
44	**8.0**	**A. L-1 bidder is a Class I PPLC bidder:** In case if the L1 bidder is a Class I PPLC bidder, the contract shall be awarded to the L1 Class I PPLC bidder. **B. L-1 Bidder is other than Class I PPLC:** In case if the L1 bidder is not a Class I PPLC bidder, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder. Matching of Price: The 'Total Price' shall be matched with that of the L1 bidder by reducing the differential rates proportionately limiting to the range as per price bid format or otherwise against the line items where their rates/prices are higher than that of the L1 bidder. The original rates			

<table>
<tr><td></td><td></td><td>quoted by the bidders will not be allowed to increase under any circumstances.</td><td></td><td></td><td></td></tr>
<tr><td>45</td><td>9.0</td><td><u>VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:</u>

9.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:
<table>
<tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr>
<tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org
b. Andrea.Vattuone@rina.org</td></tr>
<tr><td>ii.</td><td>M/s. Dr. Amin Controllers Pvt. Ltd.</td><td>a. rkjain@rcaindia.net
b. info@rcaindia.net</td></tr>
<tr><td>iii.</td><td>M/s. DNV Inspection India Private Limited</td><td>a. mangesh.gaonkar@dnv.com</td></tr>
<tr><td>iv.</td><td>M/s. TÜV SÜD South Asia Pvt. Ltd.</td><td>a. Jaimin.Bhatt@tuv-sud.in
b. sanjaykumar.singh@tuv-suc
c. Pankaj.Narkhede@tuv-sud.i
d. Ajit.Yadav@tuv-sud.in</td></tr>
<tr><td>v.</td><td>M/s. IRCLASS Systems and Solutions Private Limited</td><td>a. abhishek.singh@irclass.org
b. pradeep.bansal@irclass.org
c. Asim.Hajwani@irclass.org
d. Amit.Ketkar@irclass.org
e. industrial_services@irclass.c</td></tr>
<tr><td>vi.</td><td>M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.</td><td>a. contact@gulfllloyds.com
b. bbhavsar@gulfllyods.com
c. inspection@gulfllloyds.com
d. gulfllloyds.india@gmail.com</td></tr>
</table></td><td></td><td></td><td></td></tr>
</table>

vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

9.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified **Inspection Certificate** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL shall not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

9.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. 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 to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening.** Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility. **9.4** The methodology of inspection/verification of documents is broadly as under but not limited to: (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empaneled third-party certifying agencies for verification/certification. Neither OIL nor the third-party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder. (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They 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 shall reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third-party agency shall not automatically make the bidder eligible for award of contract. (c) Verification of documents (but not limited to) are normally categorized as under: ➢ **General Requirement:** • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company - last three years (minimum) • Check Bidder's Certificate of Incorporation – Domestic Bidder. ➢ **Additional Documents: (If applicable against the tender)** • Joint Ventures Agreements – To cross-check with JV Partners • Consortium Agreements – To cross-check with Consortium Partners • Holding/Parent/Subsidiary/SisterSubsidiary/Co-Subsidiary Company – To check the Share Holding pattern. ➢ **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.			

		Notes: (a) If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency. Self-Undertaking furnished by the bidder in support of their bid may not be TPI verified. (b) Format for Inspection Certificate from TPI Agency as per format **(Proforma-XV)** enclosed should be submitted along with the Bid.			
46	**10.0**	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Bidders should submit Undertaking as mentioned in the forwarding letter that their bid is compliant to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.			
47	**11.0**	**DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-IX**.			

48	**12.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

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