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

Sub: WORKS CONTRACTS IFB No. CDO7537P25 – Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points.

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 "**Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points".** 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.	:	**CDO7537P25**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single-Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	**15th October 2024 [11:00 Hrs. Server Time]**
(iv)	Technical Bid Opening Date & Time	:	**15th October 2024 [14:00 Hrs. Server Time]**
(v)	Price Bid Opening Date & Time	:	Will be intimated 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 **One Hundred and Twenty (120)** Days from Bid Closing Date. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**Thirty (30) days** from date of issuance of LoA.
(x)	Bid Security/EMD Amount	:	**₹ 26,50,000.00** *** This being a tender for Works Contracts exemption from submission of bid security to MSE is not applicable for this tender.** Refer Clause No. 9.0 of Instruction to Bidder (ITB)
(xi)	Bid Security/EMD Validity	:	**Minimum upto 31.03.2025.**
(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	:	**Fifteen (15) months** beyond the contract duration.
(xv)	Location of job		OIL's operation area in Assam.
(xvi)	Duration of the Contract	:	The duration of contract shall be for Twenty (28) months from the date of issuance of LOA, which includes a thirty (30) days mobilization period.

(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 11.0 of Special Conditions of Contract (SCC).
(xviii)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xix)	Pre-Bid conference	:	Tentatively on 03.10.2024. Exact dates and venue will be intimated nearer the time.
(xx)	Last Date of receipt of Queries	:	30.09.2024 Note: OIL will not be liable to respond to any queries received after the last date.
(xxi)	Whether tendered item is splitable	:	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 CGM-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.

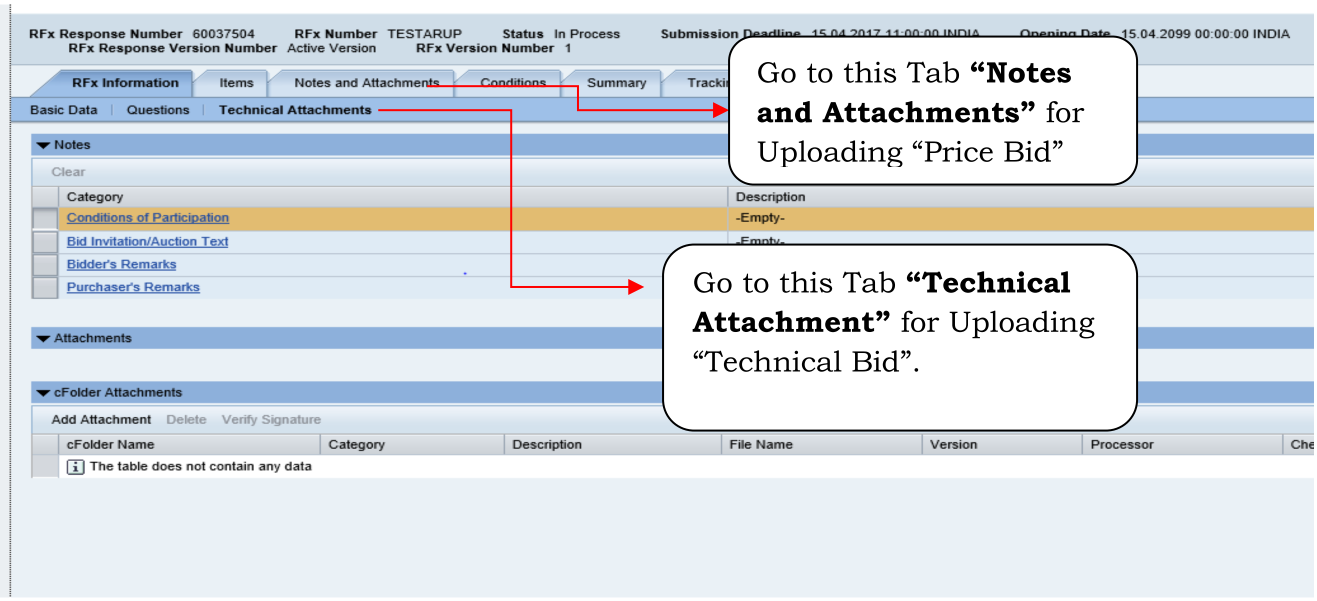
8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar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

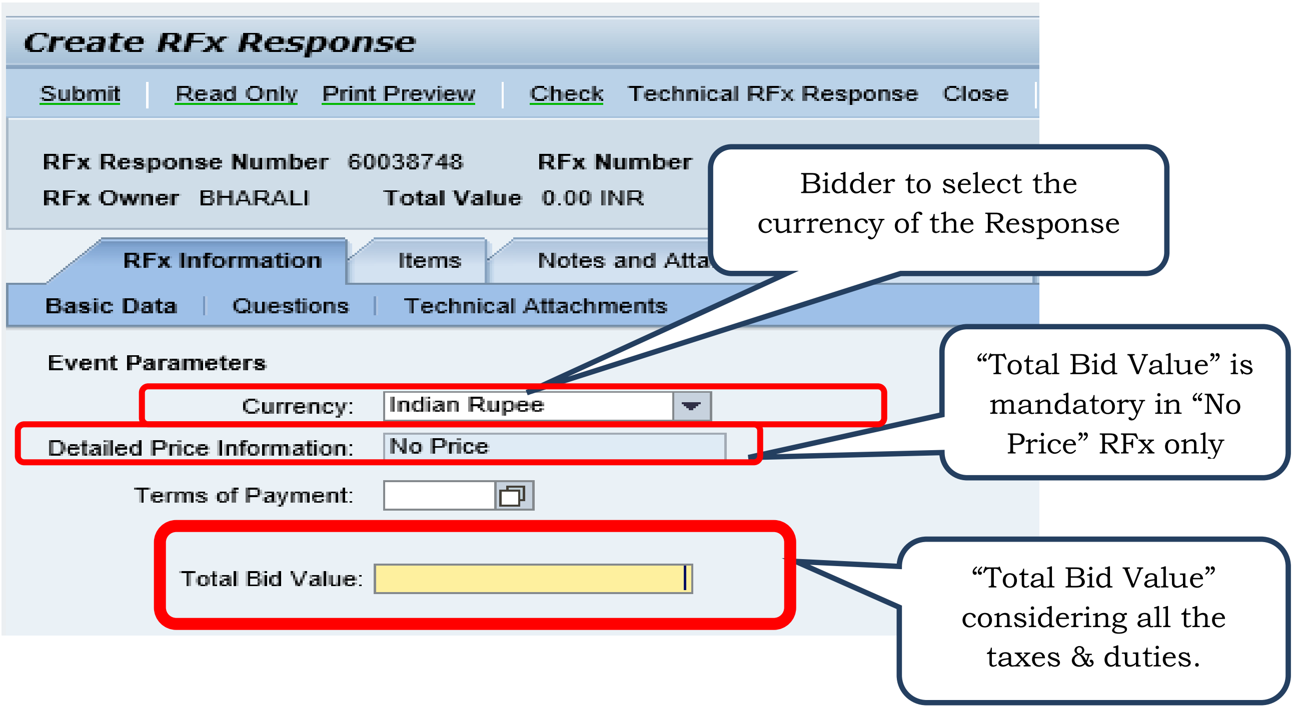
Note:

* 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 (xiv) 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 Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

14.0 <u>FURNISHING FRAUDULENT INFORMATION/DOCUMENT</u>: 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 <u>PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES</u>: 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 <u>RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA</u>:

Subject to **Order No. F. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time) issued by Department of Expenditure, Ministry of Finance, 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;

18.4.2In 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;

18.4.3In 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;

18.4.4Where 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 PRE-BID CONFERENCE

19.1 A Pre-Bid Conference is tentatively scheduled to be held on 3rd October 2024 to explain the requirements of Company in details to the interested prospective bidders and to understand bidders' perspective including exchange of views/ clarifications, if any, on the Scope of Work, Bid Rejection - Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who want to participate in the pre-bid meeting must confirm their participation and forward their pre-bid queries, if any latest by 30th September,2024. For details, bidders may contact Contracts Department, Oil India Ltd., P.O. Duliajan-786602, Phone: +91374-2808656, E-mail: contracts@oilindia.in; contracts-operations@oilindia.in.

19.2 Maximum 02 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference and the bidder must confirm their participation through E-mail.

19.3 The prospective bidders shall submit their queries / clarifications against the tender through E-mail / Fax / Courier addressed to CGM-Contracts (HoD), Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by 30.09.2024. OIL shall provide clarifications to only those queries received within this date. Queries / Clarifications against the tender received beyond 30.09.2024 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

19.4 However, clarifications / exceptions / deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document. Company will not accept any exception / deviation to tender conditions / specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.

19.5 The exact date and venue of pre-bid conference will be intimated later on.

20.0 M/s. Engineers India Ltd. (EIL) shall not be eligible to participate in this tender, as it has been published based on the recommendations made by M/s. EIL in their study report.

21.0 Bidders are advised to refrain from seeking an Extension for Bid Closing Date. Please note that OIL shall not be obligated to honour such request.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(RITURAJ SARMAH)
CHIEF MANAGER-CONTRACTS (O)
For **CGM (CONTRACTS) (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 24.09.2024

INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidders are 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:

- i) Forwarding Letter
- ii) Instructions to Bidders (ITB)
- iii) Bid Evaluation Criteria (BEC)
- iv) General Conditions of Contract (GCC): Part-I
- v) Schedule Of Rates (SOR): Part-II
- vi) Special Conditions of Contract (SCC): Part-III
- vii) Scope of Work (SOW)/Terms of Reference (TOR): Part-IV
- viii) Safety Measures (SM): Part–V
- ix) Integrity Pact (IP): Part-VI
- x) Bid Form: Proforma-I
- xi) Statement of Non-Compliance: Proforma-II
- xii) Authorisation for Attending Bid Opening: Proforma-III
- xiii) Proforma of Letter of Authority: Proforma-IV
- xiv) Bid Security (Bank Guarantee Format): Proforma–V
- xv) Proforma for E-Remittance: Proforma-VI
- xvi) Format of Performance Security: Proforma-VII
- xvii) Agreement Form: Proforma-VIII
- xviii) Format of Undertaking by Bidders towards submission of authentic information/documents: Proforma–IX
- xix) Certificate of Compliance of Financial Criteria: Proforma–X
- xx) Certificate of Annual Turnover & Net Worth (Proforma–XI)
- xxi) Undertaking towards submission of Bank Guarantee (Proforma–XII)
- xxii) Undertaking For Local Content (Proforma XIV)
- xxiii) Format For Hindrance Register (Proforma–XV)
- xxiv) Format for Inspection Certificate from TPIA (Proforma–XVI)
- xxv) Commercial Check List (Proforma-XIX)
- xxvi) Technical Evaluation Sheet for BEC-BRC & others (Proforma-XX)
- xxvii) Undertaking For Works Involving Possibility Of Sub-Contracting (Exhibit-I)
- xxviii) Undertaking Towards Compliance Of Provisions For Restrictions On Procurement From A Bidder Of A Country Which Shares Land Border With India (Exhibit-II)
- xxix) Additional Undertaking By Bidder In Cases Of Specified Transfer Of Technology (ToT) (Exhibit-III)
- xxx) Price Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal)

2.2 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.

2.3 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.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2 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.

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2 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.

5.0 PREPARATION OF BIDS:

5.1 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.

5.2 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.

5.3 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.

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

7.0 **BID PRICE:**

7.1 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.

7.2 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.

7.3 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. 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.

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

9.0 BID SECURITY:

9.1 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 9.8.

9.2 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 waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 10.0** 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.

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

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

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

9.6 Successful Bidder's Bid Security will be discharged and / or returned upon Bidder's furnishing the Performance Security and signing of the contract. 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.

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

9.8 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 into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

9.9 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).

9.10 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.

9.11 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 Tender 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

9.12 **<u>Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG):</u> 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
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

10.0 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) **MSEs Units (manufacturers / Service Providers** only and not their dealers / distributors) are eligible for exemption of Bid Security. **Traders are excluded from the purview of this Policy.**~~

~~b)~~ **Government Departments and Public Sector Undertakings (PSUs) 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.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 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 minimum **120 days** from Bid Opening Date.

11.2 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.

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

12.1.1 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.

12.1.2 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.

12.1.3 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 initialed by the person or persons who has/have digitally signed the Bid.

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

12.2 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.

12.2.1 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.

12.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 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.

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 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.

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

13.3 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.

14.0 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.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 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.

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

15.3 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.

16.0 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.

17.0 BID OPENING AND EVALUATION:

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For 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.

17.8 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.

17.9 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.

18.0 OPENING OF PRICED BIDS:

18.1 In ~~case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.~~

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

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

18.4 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.

18.5 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.

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

19.1 Discounts/Rebates:

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

19.1.2 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.

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in Clause 20.0 above, no Bidder shall contact 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.

20.2 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.

21.0 AWARD OF CONTRACT:

21.1 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.

22.0 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.

23.0 NOTIFICATION OF AWARD:

23.1 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.

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

24.0 PERFORMANCE SECURITY: Successful bidder has to submit Performance Security amount as mentioned in Introduction, within 02 Weeks from the date of issue of Letter of Award (LOA).

24.1 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	akhil.kunwar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	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.

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

24.3 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

24.4 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"

24.5 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**	**FD amount pledged (in ₹) as per bank's books of**	**Mode of FD Renewal (Auto Renewal/Auto closure)**	**Remarks (if any) of the issuing Bank**

					India Limited' (Yes/No)	accounts		
A	B	C	D	E	F	G	H	I

24.6 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.

24.7 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.

25.0 SIGNING OF CONTRACT:

25.1 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.

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

25.3 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 the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

26.0 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.

27.0 MOBILISATION AND ADVANCE PAYMENT:

27.1 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.

27.2 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.

27.3 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.

28.0 INTEGRITY PACT:

28.1 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. 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 by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact digitally will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

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

28.3 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.

28.4 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, ramphal.pawar@ips.gov.in

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

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

29.0 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 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.

30.0 **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.

31.0 **GOODS AND SERVICES TAX:**

31.1 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.

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

31.3 **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.

31.4 **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**.

31.5 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.

31.6 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.

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

31.8 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.

31.9 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.

31.10 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.

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

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

32.0 **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 following documents along with the technical bid for availing the benefits applicable to MSEs.

i. Udyam Registration Number with Udyam Registration Certificate.

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.

33.0 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].

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

E-mail: contracts-operations@oilindia.in; contracts@oilindia.in

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

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.

1.0 ELIGIBILITY CRITERIA

The bidder must be incorporated/constituted in India and must maintain **equal to or more than 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 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.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

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

(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) The aforesaid undertaking of the bidder shall also 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.

(c) Alongwith the technical bid, bidder must submit a copy of their

Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

2.0 TECHNICAL EVALUATION CRITERIA

2.1 EXPERIENCE:

The bidder must have successfully executed/completed 'SIMILAR WORK' (s) over the last seven (7) years reckoned from the original bid closing date in Central Govt. organization/State Govt. organization/Public Sector Undertaking/ Public Limited Company/Midstream/ Downstream Oil and Gas Company/ any E&P organization as under:

One **'SIMILAR'** completed **'WORK'** costing not less than the amount equal to **Rs. 10,60,06,400.00**

OR

Two **'SIMILAR'** completed **'WORK'(s)** each costing not less than the amount equal to **Rs. 6,62,54,000.00.**

OR

Three **'SIMILAR'** completed **'WORK'(s)** each costing not less than the amount equal to **Rs. 5,30,03,200.00**

Note: (E&P means any company engaged in exploration and production of crude oil & natural gas)

Notes to BEC Clause 2.1 above:

1) 'SIMILAR WORK' mentioned in Clause No. 2.1 means Engineering, Procurement and Construction (EPC) experience for:

   (a) Fabrication, erection & commissioning of in-plant piping in any Oil & Gas processing plant as per ASME B 31.3.

   Or

   (b) Construction of Crude Oil/Petroleum Product/Gas transportation welded pipelines as per ASME B 31.4/31.8.

   Note: Bidder must clearly mention in the "TECHNICAL EVALUATION SHEET FOR BEC" whether he is quoting as per Option (a) or Option (b).

2) Bids from bidder having experience only in procurement and construction, as per Point 1(a) or 1(b), will also be accepted provided the bidder proposes to associate with an engineering consultant to carry out the Engineering part of the scope of the work who have experience of carrying out Engineering consultancy for 2 similar jobs as per Point 1(a) or 1(b) above in Oil & Gas Sector in last 7 years. In such case bidder has to submit MoU with engineering consultant through which the engineering for this tender is intended to be carried out. Additionally, as proof of experience of the proposed engineering consultant, bidder shall have to submit the requisite documents as Point No. 3 below.

3) 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 or LoA or Workorder showing details of work and

   (b) Completion certificate(s) or Final Payment certificate(s) or any other document(s) issued by the client for the above contract, which substantiate the successful execution of work.

   Note: The submitted document(s) must contain the following:

   - Nature of job done
   - Contract No. / Workorder No.
   - Gross Value/quantity of Work Done.
   - Contract period and date of completion.

4) 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.
5) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/quantity/period, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.
6) 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 and period 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 prescribed value in the BEC.

   Note: In case the document submitted as per Point No. 3 above, are not sufficient to establish the value and/or quantity and period of the similar work against Point No. 6 (i), (ii) and (iii) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value and/or quantity and period of

SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered/ Cost Accountant Firm mentioning UDIN (Unique Document Identification Number) and with Membership Number & Firm Registration Number.

7) In case of 'SIMILAR WORK' executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para '3' and/or '6' mentioned under "Notes to Clause 2.1', along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.
8) **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC.
9) Bids submitted for part of the work will be rejected.
10) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.
11) Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.
12) A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.

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. 2,94,46,500.00.**

[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-XI**.

*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.
- 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, the bidder to provide documentary evidence for the same.

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**.

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

4.0 COMMERCIAL EVALUATION CRITERIA:

4.1 Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Priced Bid in their respective fields in e-tender portal. The Un-priced techno-commercial bid (or technical bid) is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical RFx Response"** Tab and Priced Bid as per **PRICE BID FORMAT** uploaded in the **"Notes & Attachments"** Tab. Only the Price Bid should contain the quoted price. Bids shall be rejected outrightly if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.

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

4.4 **Bid Security:** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 9.0. Exemption from submission of bid security shall be governed by ITB Clause No. 10.0.

4.5 **Integrity Pact:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed **PART-VI** of the tender document. This Integrity Pact Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial 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 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.

4.6 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

4.7 Bids received through the e-procurement portal shall only be considered for evaluation. Bids received in any other form like physical document/ Telex/ Cable/ Fax/ E-mail, shall not be considered and will be rejected.

4.8 Bids submitted after the Bid Closing Date and Time will be rejected.

4.9 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

4.10 Bid documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative, failing which the bid will be rejected.

4.11 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.

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

4.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.

4.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid 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) Mobilisation
(xvi) Integrity Pact

4.15 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

4.16 Bidders should submit an Undertaking 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.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II and Exhibit-III** along with the technical bid.

4.17 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**

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**.

4.18 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.

4.19 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.

4.20 Duly filled **Technical Evaluation Sheet (Proforma-XX)** and **Commercial Checklist (Proforma-XIX)** are required to be submitted alongwith the technical bid. a. To be submitted along with the technical bid. Non-submission of the same will render the bid liable for rejection.

5.0 PRICE EVALUATION CRITERIA

5.1 Price bids 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 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" and summarized in **PRICE BID FORMAT.** 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 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.

5.5 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.

5.6 **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 LUMPSUM Price quoted inclusive of all liabilities and GST as per the PRICE BID FORMAT.** Price Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT**.

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

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

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. 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.

5.10 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 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto two (2) decimal places without rounding off for evaluation.

5.13 If a bidder quotes total Charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

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 evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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.

7.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-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 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**, shall be applicable in this tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

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

8.1 Oil India Limited (OIL) has engaged the following seventeen (17) Independent Inspection Agencies for a period of four (4) years with effect from 07.06.2024 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. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
(ii)	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com

		c. salim@tuv-nord.com
(iii)	M/s Conformity India International Private Limited	a. mktg@ciindia.in
(iv)	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
(v)	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
(vi)	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
(vii)	M/s. IRCLASS Systems and Solutions Private Limited	b. industrial_services@irclass.org c. Bhavesh.satam@irclass.org
(viii)	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
(ix)	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
(x)	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
(xi)	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
(xii)	M/s Meenar Global Consultants LLP	a. sales@mgellp.in
(xiii)	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
(xiv)	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
(xv)	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
(xvi)	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
(xvii)	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

8.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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 will not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.

8.3 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 will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will 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.

8.4 The methodology of inspection/verification of documents followed by the agencies 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 Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled 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 empanelled 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 will 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 empanelled third-party agency shall not automatically make the bidder eligible for award of contract.

c) Verification of documents 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.
  - 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.
- **Financial Criteria**
  - To check the Line of Credit, if incorporated in the tender.

Note:

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

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

9.0 **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.

END

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)

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 <u>CONTRACT DOCUMENT</u>:

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 **<u>SIGNING OF CONTRACT:</u>**

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

<u>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.</u>

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) <u>**Workman Compensation and/ Employers' Liability Insurance**</u>: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

ii) <u>**Commercial General Liability Insurance**</u>**:** 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 CONTRACTOR~~s~~ 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.

*****End of GCC****

PART-II

SCHEDULE OF RATES (SOR)

SOR PART A: PREAMBLE

1. The price quoted shall be LUMPSUM PRICE on turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the Contractor shall be limited to lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
2. Bidder shall quote LUMPSUM PRICE for entire scope of work for mitigation of 13 nos. of OISD's External Safety Audit points. The quote shall be inclusive all liabilities and taxes including statutory liabilities.
3. Bidder needs to mandatorily quote for all the items of the Price Bid Format.
4. **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total LUMPSUM PRICE inclusive of all liabilities and GST as per Price Bid Format.**
5. The Total LUMPSUM PRICE as per the Price Bid Format shall be considered as Contract Price which Owner (OIL) agrees to pay and the Contractor agrees to accept as full compensation for the Contractor's full performance of the Work in accordance with the provisions of the Contract Documents. Contract Price shall not be subjected to any adjustment except in case of Change Order or statutory variations (as per Clauses of SCC if any) in accordance with the provisions of the Contract.
6. Total Lumpsum prices quoted by the Contractor shall include cost of any other supplies/work(s)/Services not specifically mentioned in the Bid Document but necessary for the efficient, trouble-free operation of the Plant and to make this job complete in all respects.
7. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Breakup of Total Lumpsum Prices along with his bid or in further detailed breakup of total lumpsum prices furnished after award of Work. Contractor shall carry entire scope of work/supplies/Services as detailed in various sections/volumes of the Bid Document within the quoted total Lumpsum Price.
8. Please refer to Part C of this SOR for specifications of various items needed to carry out the job.
9. Please refer to Part D of this SOR for the tentative quantity requirements of various items and services needed to carry out the job. Bidders should note that these quantities are for reference only.

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SOR Part B: SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
			A	**B**	**C = A * B**
10	Mobilization Charges	LSM	1.00		-
20	Detailed Engineering Cost	LSM	1.00		-
Water Spray System					
30	Material Cost for water spray system	LSM	1.00		-
40	Installation and construction Cost for water spray system	LSM	1.00		-
Purging of flare header					
50	Material Cost for purging of flare header	LSM	1.00		-
60	Installation and construction Cost for purging of flare header	LSM	1.00		-
Purging of flare header					
70	Material Cost for realignment of flow lines	LSM	1.00		-
80	Installation and construction Cost for realignment of flow lines	LSM	1.00		-
Sub- total of Installation, Construction and Material cost (Exclusive of GST) (Sum of Line Item 30 to 80)					-
90	Demobilization Charges	LSM	1.00		-
Total LUMPSUM PRICE - exclusive of GST					-
GST Rate					
Total LUMPSUM PRICE - inclusive of GST					

1.0 **Mobilization Period: Thirty (30) days** from date of issuance of LoA.

2.0 **Duration of the contract:** The duration of contract shall be for **Twenty-Eight (28) months** from the date of issuance of LOA, which includes a thirty (30) days mobilization period. Please refer to SCC of detail.

3.0 Line Item No. 10: Mobilization

Mobilization charges shall be payable after successful completion of mobilization of man and equipment, as per the terms and conditions of the contract. In case the quoted value against this line item in the price bid exceeds 1.0% of total contract value (excl. GST), only 1.0% of the total contract value shall be released as under and remaining amount shall be paid after completion of the contract.

4.0 Line Item No. 20: Detailed Engineering Cost

The above cost includes expenses for developing precise design drawings and specifications, conducting necessary analyses, and selecting/preparing Bill of materials. It also covers ensuring regulatory compliance with relevant codes and standards, and project management to oversee the engineering phase.

In case the quoted value against Detailed Engineering Cost in the price bid exceeds 2.0% of total contract value (excl. GST), only 2.0% of the total contract value shall be released after successful completion of detail engineering & subsequent approval from respective IMs and the remaining amount shall be paid after completion of the contract.

5.0 Line Item No. 30: Material Cost for water spray system

The above material cost for Water Spray System pertains to the cost of materials incurred by the contractor during execution of the job as per terms and conditions of the contract. This includes costs of various items such as pipes, nozzles, valves, fittings etc. Upon delivery of the materials pertaining to **water spray system, 60%** of the material cost shall be paid upon submission of certified measurement sheets with relevant supporting documents. Payments of the remaining 40% of the material cost shall be paid on a prorated basis upon the completion of each **50%** of the total job requirement of **water spray system** under this contract as mentioned in table under Point No. 6.0 below.

6.0 Line Item No. 40: Installation and construction Cost for water spray system

The Installation and Construction Cost for Water Spray System consists of the expenses associated with the labour, equipment, and services required to set up and construct a functional water spray system as per the T&C of the contract. This includes costs for site preparation, installation of piping and nozzles, assembly of control systems, etc. and any necessary testing and commissioning.
Payment for the line item will be based on actual expenses. However, payments will be released on a prorated basis upon the completion of each 50% of the total job requirement of water spray system. This will ensure that funds are disbursed progressively as work is completed and verified.

<table>
<tr><td colspan="3">For item no. 30 & 40</td></tr>
<tr><td>Progress percentage</td><td colspan="2">Job details</td></tr>
<tr><td rowspan="2">50%</td><td colspan="2">Site Preparation: Prepare the site for installation, including any necessary excavation, structural modifications, or clearing of obstructions.</td></tr>
<tr><td>Installation</td><td>Pipework Installation: Install the pipes according to the design layout, ensuring proper support and alignment.</td></tr>
</table>

		Sprinkler system/Nozzle/Nipple/Valve/Reducer etc. Installation: Install the required Sprinkler system/ Nozzle/ Nipple /Valve /Reducer etc. at the designated locations, ensuring they are securely mounted and correctly oriented.
		Water Supply Connection: Connect the system to the water supply, ensuring proper functioning.
50%	**Testing and Commissioning**	**Pressure Testing:** Conduct pressure tests to ensure that the new flow lines can handle the required operating pressures without leaks.
		Leak Testing: Perform leak tests on all the pipework along with joints, valves, flanges etc. to ensure there are no leaks and the system is properly sealed.
		Operational Testing: Conduct operational tests to verify the system's performance, including flow rates, pressure, nozzle coverage etc.
		Final Adjustments: Make any necessary adjustments to the system to optimize performance and coverage.
		Record Keeping: Maintain detailed records of all inspections, testing activities etc. for compliance and auditing purposes.
		Inspection and Approval: Conduct a final inspection with concerned IM to ensure that the job done meets all design specifications and regulatory requirements.

7.0 Line Item No. 50: Material Cost for purging of flare header

The above material cost for purging of flare header pertains to the cost of materials incurred by the contractor during execution of the job as per terms and conditions of the contract. This includes costs of various items such as pipes, nozzles, valves, fittings etc.

Upon delivery of the materials pertaining to purging of flare header, 60% of the material cost shall be paid upon submission of certified measurement sheets with relevant supporting documents. Payments of the remaining 40% of the material cost shall be paid on a prorated basis upon the completion of each 50% of the total job requirement of **purging of flare header** under this contract as mentioned in table under Point No. 8.0 below.

8.0 Line Item No. 60: Installation and construction Cost for purging of flare header

The Installation and Construction Cost for purging of flare header consists of the expenses associated with the labour, equipment, and services required to set up and construct a functional purging system for flare header as per the T&C of the contract. This includes costs for site preparation, installation of piping and nozzles etc. and any necessary testing and commissioning.

Payment for the line item will be based on actual expenses. However, payments will be released on a prorated basis upon the completion of each 50% of the total job requirement of water spray system. This will ensure that funds are disbursed progressively as work is completed and verified.

<table>
<tr><th colspan="3">For item no. 50&60</th></tr>
<tr><th>Progress percentage</th><th colspan="2">Job details</th></tr>
<tr><td rowspan="5">50%</td><td colspan="2">Site Preparation:
Safety Measures: Implement safety measures and protocols to ensure a safe working environment.

Further, Prepare the site for installation, including any necessary excavation, structural modifications, or clearing of obstructions.</td></tr>
<tr><td rowspan="4">Installation</td><td>Piping Installation: Install the piping system as per the design. Ensure proper support, alignment, and connections.</td></tr>
<tr><td>Vessel, Nozzle, Valve etc. Installation: Install KoD, nozzles, valves, and other related fittings as per the engineering design. Ensure they are securely mounted and correctly oriented. Also, proper NDT should be carried out wherever required.</td></tr>
<tr><td>Instrumentation Installation: Set up flow meters, pressure gauges, control valves etc. Connect these to the monitoring and control system.</td></tr>
<tr><td>Integration with Existing Systems: Integrate the purge system with the existing flare header system. Ensure compatibility and functionality.</td></tr>
<tr><td rowspan="9">50%</td><td rowspan="9">Testing and Commissioning</td><td>Pressure Testing: Conduct pressure tests to ensure that the new flow lines can handle the required operating pressures without leaks.</td></tr>
<tr><td>Leak Testing: Perform leak tests on the piping, vessel and fittings to ensure there are no leaks.</td></tr>
<tr><td>Operational Testing: Conduct operational tests to verify the system's performance, including other parameters.</td></tr>
<tr><td>System Testing: Test the system, including sensors, alarms, etc.</td></tr>
<tr><td>Final Adjustments: Make necessary adjustments to optimize performance and ensure safety.</td></tr>
<tr><td>Regulatory Compliance:
Obtain necessary certifications or approvals from regulatory authorities.</td></tr>
<tr><td>Inspection and Approval: Conduct a final inspection with concerned IM to ensure that the job done meets all design specifications and regulatory requirements.</td></tr>
<tr><td>Record Keeping: Maintain detailed records of all inspections, testing activities etc. for compliance and auditing purposes.</td></tr>
</table>

9.0 Line Item No. 70: Material Cost for realignment of flow lines

The above material cost for realignment of flow lines pertains to the cost of materials incurred by the contractor during execution of the job as per terms and conditions of the contract. This includes costs of various items such as pipes, nozzles, valves, fittings, painting etc.

Upon delivery of the materials pertaining to realignment of flow lines, 60% of the material cost shall be paid upon submission of certified measurement sheets with relevant supporting documents. Payments of the remaining 40% of the material cost shall be paid on a prorated basis upon the completion of each 50% of the total job requirement of realignment of flow lines under this contract as mentioned in table under Point No. 10.0 below.

10.0 Line Item No. 80: Installation and construction Cost for realignment of flow lines

The Installation and Construction Cost for realignment of flow lines consists of the expenses associated with the labor, equipment, and services required to carry out the job as per the T&C of the contract. This includes costs for site preparation, installation of piping and nozzles etc. and any necessary testing and commissioning.

Payment for the line item will be based on actual expenses. However, payments will be released on a prorated basis upon the completion of each 50% of the total job requirement pertaining to realignment of flow lines job.

<table>
<tr><td colspan="3">For item no. 70 & 80</td></tr>
<tr><td>Progress percentage</td><td colspan="2">Job details</td></tr>
<tr><td rowspan="5">50%</td><td colspan="2">Site Preparation:
Safety Measures: Implement safety measures to protect workers and equipment during the realignment process. This may include setting up barriers, signage, and personal protective equipment (PPE).
System Shutdown: Plan and execute the shutdown of the affected systems to allow for safe disassembly and reassembly of the flow lines.
Clearing the Area: Clear the area of any obstructions and prepare the site for installation.</td></tr>
<tr><td>Disassembly</td><td>Removal of Existing Lines: Carefully disassemble and remove the existing flow lines that need realignment. Ensure that all connections are properly sealed to prevent leaks.</td></tr>
<tr><td rowspan="3">Installation of New Alignment</td><td>Piping Installation: Install the new pipes according to the design layout. Ensure proper support, alignment, and secure connections.</td></tr>
<tr><td>Fitting Installation: Install the necessary fittings, valves, and supports. Ensure that all components are securely mounted and oriented correctly.</td></tr>
<tr><td>Welding and Joining: Perform welding or joining of pipes as required. Ensure that all joints are properly sealed and tested for integrity.</td></tr>
<tr><td rowspan="4">50%</td><td rowspan="4">Testing and Commissioning</td><td>Pressure Testing: Conduct pressure tests to ensure that the new flow lines can handle the required operating pressures without leaks.</td></tr>
<tr><td>Leak Testing: Perform leak tests on all connections and joints to ensure there are no leaks in the system.</td></tr>
<tr><td>Flow Testing: Conduct flow tests to verify that the new alignment supports the required flow rates and performance.</td></tr>
<tr><td>System Testing: Test the system, including sensors, alarms, etc.</td></tr>
</table>

		Final Adjustments: Make any necessary adjustments to optimize the performance and efficiency of the realigned flow lines.
		Regulatory Compliance: Obtain necessary certifications or approvals from regulatory authorities.
		Inspection and Approval: Conduct a final inspection with concerned IM to ensure that the realignment meets all design specifications and regulatory requirements.
		Record Keeping: Maintain detailed records of all inspections, testing activities etc. for compliance and auditing purposes.

11.0 Line Item No. 80: Demobilization Charges

The contractor shall demobilize their equipment/personnel within 7 days immediately on receipt of notice from Company or on completion of the job. Demobilization charges shall not be lower than 0.3% of the total contract value. If Demobilisation charges is quoted in deficit or less than 0.3% of Total Estimated Contract Cost, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract along with Demobilization charges.

12.0 Further, please note that the above-mentioned jobs may overlap based on job nature. However, payment shall be made on actuals.

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SOR Part C: Item Specifications

ITEM	SPECIFICATION
Line Pipes **4" X60**	Steel Line Pipe, Seamless, Nominal Size: 100 mm (4"), O.D.: 114.30 mm (4.1/2"), Wall Thickness: 11.13 mm (0.438"), Weight: 28.30 kg/Mtr. (19 lbs/Ft.) API Std. 5 L, Grade X-60, Bevel end in double random length varies from 11.0 Mtr. to 12.0 Mtr. Mill Test pressure (Hydraulic): 352 kg / sq.cm (5000 PSI)
Line Pipes **4" X46**	Steel line pipe, seamless, Nominal Size: 100 mm (4"), O.D. 114.3 mm (4.1/2"), Wall thickness 7.14 mm (0.281"), Weight: 18.77 Kg/m (12.66 lbs/ ft.), API 5L Grade X-46, PSL-2, Bevel ends, Bevel angle: 30 Degree (+ 5 Deg., - 0 Deg.), in double random length (Average length shall not be less than 10.67 mtrs. and minimum length shall not be less than 9 mtrs.), Mill test pressure (Hydraulic)211 Kg/Sq.cm. (3000 PSI) with API monogram.
BEND **4"- X-60,** **DEGREE: All Degrees**	LR ELBOW 90 Deg, 100 mm NB, 423 kg/sq.cm Long radius, Butt-welding, Seamless Elbow manufactured as per ANSI B 16.9 std. (latest edition) and Butt welding ends confirming to ANSI B 16.25 (latest edition): Material: ASTM A 234 WPC Working pressure: 423 kg/sq.cm (6000 psi) Nominal pipe size (NPS) = 100 mm (4 inch) Outside Dia:114.3 mm (4.1/2 inch) Center to End Distance: 152 mm Elbow should be suitable for welding to API 5L Pipe
BEND **4"- X-46,** **DEGREE: All Degrees**	LR ELBOW 90 Deg, 100 mm NB, 210 kg/sq.cm Long radius 90 Deg, Butt-welding, Seamless Elbow manufactured as per ANSI B 16.9 std. (latest edition) and Butt welding ends confirming to ANSI B 16.25(latest edition): Material: ASTM A 234 WPB Working pressure: 210 kg/sq.cm (2000 psi) Nominal pipe size (NPS) = 100 mm (4 inch) Outside Dia:114.3 mm (4.1/2 inch) Center to End Distance: 152 mm Elbow should be suitable for welding to API 5L Pipe
4-inch Ring gaskets R-37,38,39	4 inch Ring Gaskets Ring Type: R, Gsk Material: Soft Iron , Shape: Octagonal As Per ASME B16.20 Hardness:56 HRBW,90 HBW
FLANGES **Class 150 and 300** **Class: 150 and 300** **Size: 4",6",8",10", 12**	Steel Pipe Flange, Type: Slip-On, RF Material: as per ASTM A 105 Dimensions & Drill: as per ANSI B 16.5. All Tolerances & Thickness: as per ANSI B 16.5. Stud-Bolts & Nuts and Spiral-Wound Gasket as per ANSI B 16.20 Standard (Latest Edition). For material following code should be followed: - Stud-Bolts: ASTM A193 GR B-7 NUTS: ASTM A194 GR.2H Class: 150 and 300 Size: 4",6",8",10", 12"

FLANGES Class 900, 1500 and 2500	Full Bore design Flex Wedge GATE Valve featuring Butt Weld End Connections tailored for two distinct pressure classes: 1500# - designed for High Pressure applications (approximately 40 kg/cm2) with a maximum operating temperature of around 385°C, and 2500# - engineered for Very High Pressure scenarios (approximately 105 kg/cm2) with a maximum operating temperature reaching approximately 500°C.All valves undergo a default radiography test at critical areas in strict accordance with ASME B 16.34 standards 1. All pressure seal valves, including those up to Class 2500, used in the oil and gas/ petrochemical industry, are rigorously tested to meet ISO 15848-1 Class BH standards. 2.All pressure seal valves constructed with F91/C12A materials, we offer live loading of bonnet bolts and gland bolts to ensure optimal performance and reliability
1" 300 class flange	FLANGE, FORGED CARBON STEEL, RF, 300 CLASS, THREAD: API LP,DIM.: ANSI B16.5, MATERIAL: ASTM A-105.SCOPE OF INSPECTION - B
150 Class GATE VALVE, CAST CARBON STEEL	"GATE VALVE, CAST CARBON STEEL, 50.8 MM (2""), ANSI 150 CLASS, MANUFACTURED AS PER API STANDARD 600, REGULAR BORE TYPE, RISING STEM, BOLTED BONNET, OUTSIDE YOKE, INTEGRALLY CAST FLEXIBLE WEDGE GATE, END FLANGE HAVING SERRATED RAISED FACE DRILLED IN ACCORDANCE WITH ANSI B 16.5 , FACE TO FACE DIMENSION AS PER ANSI B 16.10 & TESTED AS PER API STANDARD 598, COMPLETE WITH COMPANION FLANGE IN BOTH SIDES AND REQUISITE NOS. OF STUDS & NUTS. DETAILED TECHNICAL SPECIFICATIONS ARE AS UNDER: A) Body & Bonnet: Cast Carbon steel ASTM A 216 Gr. WCB, body and bonnet of Radiographic quality casting. B) Stem: Renewable type back seat bush and rising type stem made ofASTM-276T 410/AISI 410/ASTM A 182 Gr. F6A having Double Start Threading and surface hardened preferably with nitriding. Stem will be Mirror Finish Quality. Thread of the stem will be left handed. Stem will be forged as per API 600 design (latest edition) to ensure better valve performance & durability. C) Wedge: Sand cast steel gate. HF type flexible wedge (tapered) desgn, face made up with 13% Cr. SS. Base material of the wedge is ASTM A 216 Gr. WCB. Wedge face will be ground and lapped to suitable flatness. Tee slot of the stem wedge connection will be along the perpendicular direction to the flow of the fluid and shall be within the periphery of the wedge. D) Back seat bush: Back seat bush will be 13% Cr. SS. E) Body & Seat Ring : Seat Rings will be stellited and seat welded to the body. The base material of the seat ring will be ASTM A 105.

	Hardness difference between wedge and seat will be minimum 50 BHN. Seat will be harder than wedge. F) Gland Packing: Graphite with Braided End Rings having inconel wiresupports with sacrificial corrosion inhibitor pre-stressed individually. All valves shall have back seating arrangement for replacing gland packing during operation/ pressurized condition of the valve. The gland packing will be suitable to opearate at high temperature service and in oil & gas environment. G) Gland Bolts: Swing type eye bolt and nuts. H) Hand Wheel: Direct hand wheel operated valve of sproke and rim design with arrow mark pointing in the direction of opening the valve made of ASTM A 216 Gr.WCB. I) Stud, Bolts and Nuts: High tension stud, bolts and nuts confirming to A-193 Gr. B7 and A-194 Gr.2H."
2 INCH Flowmeter	Flow Computer with MVT 1. Model No: Scanner 2000 micro EFM 2. Make: Cameron 3. Inbuilt DP Sensor: Measuring Range: 0 to 5000 mmH2O; Accuracy: ± 0.05% of range 4. Static Pressure Input: Measuring Range: 0-30 kg/cm2, Accuracy: ± 0.05% of range 5. Temperature Input (RTD): Type: 2, 3, or 4-wire (software selectable),Measuring Range: 0-60 degC, Accuracy: ± 0.1 degC 6. Power Supply: External power supply (6 to 30 VDC) with internal Lithium DD battery pack. Battery life, 1-year, typical 7. Memory for configuration: Non-volatile memory for configuration and log data 8. Diplay: LCD with Keypad 9. Data Logging: Daily Records of 768 (> 2 Years), Interval Record - Adjustable from 5 Sec to 24 Hours 10. Enclosure Protection: IP66 & NEMA 4X 11. Electronic Housing Material-Cast Aluminum, Sensor Enclosure-Stainless Steel 12. Material of Construction: Diaphragm: SS316 L; Other Wetted parts: SS316; Body bolts and nuts: B7/2H alloy steel standard; Vent and drain: SS 316 13. Service Fluid / Fluid state: Natural Gas / Gas 14. Computational Capability: i) Corrected volume flow rate calculation as per AGA 3 standard ii) AGA 8 1994 (Detailed, Gross 1 and Gross 2)

	15. On-board Communication port: RS-485 2-wire serial (minimum two) 16. Communication protocol: Modbus RTU 17. External communication connections: USB 18. Certification Approvals:ATEX, IECEx II 2 GD Ex d IIC T6 IP66 19. Operating & Storage Ambient Temperature / Humidity: 0-50 degC & 5- 95% RH, non condensing Accessories (1 no. each): Flameproof double compression SS Cable Gland (as per enclosure hole size), Mounting bracket (plated steel) for 2 inch pole; 5-Way 1/2 inch NPT Valve Manifold (MOC:SS316)
Carbon steel Swing Check valve flanged	L&T Carbon steel Swing Check valve flanged ends API 6D monogrammed bolted cover suitable for Oil/Sweet natural gas designed manufactured tested as per API 6D Std latest edition having flanged ends RTJ # 900 along with companion flanges WN & requisite number of studs & nuts. Size: 3" Class: 900 RTJ Make: L&T The materials of construction, size & pressure rating of the check valves and accessories shall be as noted below: Material Specification: Body & Cover: ASTM A 216 WCB Disc: AISI 410 SS or ASTM A 152 F-316ody seat ring: Satellite type 6 Hinge pin: Stainless Steel Companion Flange: ASTM A 105 Ring joint gasket: Soft iron Studs: ASTM A-193 Gr. B-7 Nuts: ASTM A-194 Gr. 2H Size: 76.2 MM (3 inch) NB Pressure rating : ANSI-Class 900 RTJ
Ball Valve, DN20 (1",2" 3/4 Inch) as per BS EN ISO 17292	Ball Valve, DN20 (3/4 Inch) as per BS EN ISO 17292 Ball Valve, Fire-Safe & 2/3-Piece Swing Out Design, containing Mirror- Finished SS (Solid) floating ball, lever operated, through conduit full bore screwed to NPT (F) ends. Valve Design Standard: BS EN ISO 17292 Valve Inspection & Testing Standard: API 598 Fire Test Standard: API 607 Nominal Size: DN20 (3/4 Inch) Salient Design Features: Blow-Out Proof Stem, Double Body-Sealing, Multiple Stem Sealing, Antistatic Feature to ensure electrical continuity between ball, stem and body. Material of Construction: Body and End Piece: ASTM A 105/ASTM A 216 Gr WCB Seat & Seal: RPTFE Ball : ASTM A351 Gr. CF8M / ASTM A182 Gr. F316 / ASTM A 217 CA15

	Stem: ASTM A479 SS316 / ASTM A182 F316 Bolts & nuts: ASTM A193 Gr.B7 / ASTM A194 Gr.2H Rating: Suitable for working pressure up to 70 kg/cm2 Operation: Hand lever operated"
FLANGE, FORGED CARBON STEEL, RF, 1" 2" & 4" 150 CLASS,	FLANGE, FORGED CARBON STEEL, RF, 150 CLASS, THREAD: NPT DIM.: ANSI B16.5, MATERIAL: ASTM A-105. SCOPE OF INSPECTION - B Material to be inspected by OIL's Third-party Inspection Agency and scope of TPI is as per Annexure B as under: SCOPE OF INSPECTION-B 1. Original Mill Test Certificates for raw material i.e. rolled bar/billet/pipe to be shown to Inspector for verification of certificate and co-relation with heat numbers/bath numbers of material. Certified copies of the certificates must be forwarded to us for record. 2. (a) For forged fittings: Forging should be closed die type (closed die forging is not applicable for couplings and bull plugs) and in oil furnace preferably with calibrated temperature gauge. Forging operation may be witnessed by Inspector. Forged materials to be shown to Inspector before machining at the place of forging. Heat number should be embossed on each and every piece. 3. (b) For Bends, Elbows and other forged fittings: Materials are to be heat treated properly before machining. Necessary heat treatment graph chart and certificate to be produced at the time of inspection. 4. One/two piece(s) against each heat-treated lot and size after formation and before machining will be selected and stamped by Inspector for physical and chemical testing. For Bend below 2", Butt Weld Elbow & Tee below 4", Swadge Nipple & Butt Weld Reducer, physical testing (only hardness) and chemical testing will be carried out. Physical testing of the materials at Govt. Approved Laboratories / OIL approved Laboratories will be witnessed and certified by Inspector. 5. Dimensional check (min. 15% of offered quantity) will be done as per the relevant standard/specification/OIL approved drawings by Inspector and it must be certified by them. 6. All the threads must be gauged and checked as per relevant original master gauges and certified by Inspector. 7. Each and every piece must bear identification mark of the manufacturer, size, class, pressure rating, heat no. etc. 8. Hydraulic Test: Finished materials (min. 10% of the offered quantity) will be tested hydraulically at 1.5 times of working pressure or specified test pressure as per specification in presence of Inspector. Inspector must write the number of pieces tested and test pressure in the Inspection Certificate. Not applicable for Butt weld fittings & flanges (unless specifically called for). 9. Flanges must be machined completely on both the sides only after getting the forged flanges inspected by the Inspector. 10. All the certificates (original + 2 certified copies) should be

	checked verified and signed by Inspector under official seal and must be submitted along with despatch documents.
"API 600 class GATE VALVE, CAST CARBON STEEL, 101.6 MM (4""), ANSI	"GATE VALVE, CAST CARBON STEEL, 101.6 MM (4""), ANSI 150 CLASS, MANUFACTURED AS PER API STANDARD 600, REGULAR BORE TYPE, RISING STEM, BOLTED BONNET, OUTSIDE YOKE, INTEGRALLY CAST FLEXIBLE WEDGE GATE, END FLANGE HAVING SERRATED RAISED FACE DRILLED IN ACCORDANCE WITH ANSI B 16.5, FACE TO FACE DIMENSION AS PER ANSI B 16.10 & TESTED AS PER API STANDARD 598, COMPLETE WITH COMPANION FLANGE IN BOTH SIDES AND REQUISITE NOS. OF STUDS & NUTS. DETAILED TECHNICAL SPECIFICATIONS ARE AS UNDER: A) Body & Bonnet: Cast Carbon steel ASTM A 216 Gr. WCB, body and bonnet of Radiographic quality casting. B) Stem: Renewable type back seat bush and rising type stem made of ASTM-276T 410/AISI 410/ASTM A 182 Gr. F6A having Double Start Threading and surface hardened preferably with nitriding. Stem will be Mirror Finish Quality. Thread of the stem will be left handed. Stem will be forged as per API 600 design (latest edition) to ensure better valve performance & durability. C) Wedge: Sand cast steel gate. HF type flexible wedge (tapered) desgn, face made up with 13% Cr. SS. Base material of the wedge is ASTM A 216 Gr. WCB. Wedge face will be ground and lapped to suitable flatness. Tee slot of the stem wedge connection will be along the perpendicular direction to the flow of the fluid and shall be within the periphery of the wedge. D) Back seat bush: Back seat bush will be 13% Cr. SS. D) Body & Seat Ring : Seat Rings will be stellited and seat welded to the body. The base material of the seat ring will be ASTM A 105. Hardness difference between wedge and seat will be minimum 50 BHN. Seat will be harder than wedge. E) Gland Packing: Graphite with Braided End Rings having inconel wire supports with sacrificial corrosion inhibitor pre-stressed individually. All valves shall have back seating arrangement for replacing gland packing during operation/ pressurized condition of the valve. The gland packing will be suitable to opearate at high temparature service and in oil & gas environment. F) Gland Bolts: Swing type eye bolt and nuts. G) Hand Wheel: Direct hand wheel operated valve of sproke and rim design with arrow mark pointing in the direction of opening the valve made of ASTM A 216 Gr.WCB. H) Stud, Bolts and Nuts: High tension stud, bolts and nuts confirming to A-193 Gr. B7 and A-194 Gr.2H."
	Flange, forged carbon steel,raised face weld neck as per ANSI B-16.5, Material to ASTM A-105,ANSI 300 class rating along with

300 class Flanges 6", 8",10",12"	necessary high tensile stud bolts and nuts inculding washer as per ANSI B 16.20 Standard (Latest Edition). Material for stud bolt-ASTM A-193,Gr.B.7 and for nuts ASTM A-194 Gr.2H Nom. Size; 150 mm NB, Bore:155.5mm, Pipe details OD pipe:168.3mm, Wall thickness: 6.4mm, Pipe spec.:API5L Gr. X46.
	Flange, forged carbon steel, raised face weld neck as per ANSI B-16.5, material to ASTM A-105, ANSI 300 class rating along with necessary high tensile stud bolts and nuts including washer as per ANSI B 16.20 Standard (Latest Edition). Material for stud bolt-ASTM A-193,Gr.B.7 and for nuts ASTM A-194 Gr.2H Nom. Size;200mmNB,Bore:206.3mm, Pipe details OD pipe:219.1mm, Wall thickness:6.4mm, Pipe spec.:API5L Gr. X46.
	Flange, forged carbon steel, raised face type as per ANSI B-16.5, material to ASTM A-105,ANSI 300 class rating along with necessary high tensile stud bolts and nuts inculding washer as per ANSI B 16.20 Standard (Latest Edition). Material for stud bolt-ASTM A-193,Gr.B.7 and for nuts ASTM A-194 Gr.2H Nom. Size;250mmNB,Bore:260.3mm, Pipe details OD pipe:273.1mm, Wall thickness:6.4mm, Pipe spec.:API5L Gr. X46.
CONTROL VALVE, PRESSURE, 300 MM (8",10", 12") NB, 300 CLASSVALVE BODY & BONNET:DESIGN PARAMETERS:	**2.1 Process Medium: Natural Gas/Natural Gas Liquid** Process Fluid Properties: Gas Chromatography report for flare gas of various process conditions will be provided. Line Size: 8" 10" 12" (Inlet). Process medium Temperature: Atmospheric Design Pressure & temperature:300 class i.e. 750 PSI, Atmospheric. Actuator Action: Air to Close. Actuator Fail Action: Open Accessories Require: AFR / Smart Positioner / Position Feedback Transmitter / Hand-wheel / SOV / Limit Switch Body Style: Globe, straight through type Body and Bonnet Material: Cast carbon Steel (ASTM A-216, Gr. WCB/WCC or ASTM A352, Gr. LCB/LCC), epoxy coated. Casting must be of radiographic quality as per ASTM B16.34. Body End Connection: Flanges conforming to ANSI B-16.5. Face-to-face dimension as per ANSI/ISA-75.08.01 Bonnet Style: Plain, Bolted Bonnet Bolting: SA-193-B7 Studs/2H Nuts. Gland Type: Bolted Gland Packing: Double, PTFE V-ring or equivalent/superior, suitable for the handling fluid. Stem Material: S31600 SST (SS 316) or equivalent. Finished to less than 4 microns. Stem Size: Suitable for service condition. (As per attached Specification sheet of the vendor).VALVE BODY & BONNET:DESIGN PARAMETERS: Valve Size & Rating: 300 MM (8",10",12") NB, 300 Class End Connection Size & Rating: Flanged, (8", 10",12") NB, 300 Class, Raised face Serrated. 2.2 **MATERIAL OF CONSTRUCTION & SPECIFICATION:**

	Body Style: Globe, straight through type Body and Bonnet Material: Cast carbon Steel (ASTM A-216, Gr. WCB/WCC or ASTM A352, Gr. LCB/LCC), epoxy coated. Casting must be of radiographic quality as per ASTM B16.34. Body End Connection: Flanges conforming to ANSI B-16.5. Face-to-face dimension as per ANSI/ISA-75.08.01 Bonnet Style: Plain, Bolted Bonnet Bolting: SA-193-B7 Studs/2H Nuts. Gland Type: Bolted Gland Packing: Double, PTFE V-ring or equivalent/superior, suitable for the handling fluid. Stem Material: S31600 SST (SS 316) or equivalent. Finished to less than 4 microns. Stem Size: Suitable for service condition. (As per attached Specification sheet of the vendor).
KOD	Technical Specification: Size (L(m) X Diameter(m)) = 4.4x1.4 Pressure (kg/cm^2) = 1.53 Temp (degc.) = 65 Other Specs: MoC: SA 516 Gr. 7 Design and fabrication code: ASME Section VIII, Div 1, latest edition. Cleaning and painting: Shot blasting from outside surface, one coat of primer and two coats of final finish of colour Dark Admiralty Grey. Pump suction nozzle: 80mm NB (approx. 3") Vessel wall thickness: not less than 7mm.
300 Class Gate Valve API 600	Manufactures as per API STANDARD 600, regular bore type, rising stem, bolted bonnet, outside yoke, Integrally cast flexible wedge gate, end flange having serrated raised face drilled in accordance with ANSI B 16.5 face to face dimension as per ANSI B 16.10 & tested as per API STANDARD 598, complete with companion FLANGE in both sides and requisite nos. of studs and nuts.
Gate Valve 2500class &1500 class	Full Bore design Flex Wedge GATE Valve featuring Butt Weld End Connections tailored for two distinct pressure classes: 1500# - designed for High Pressure applications (approximately 40 kg/cm2) with a maximum operating temperature of around 385°C, and 2500# - engineered for Very High Pressure scenarios (approximately 105 kg/cm2) with a maximum operating temperature reaching approximately 500°C.All valves undergo a default radiography test at critical areas in strict accordance with ASME B 16.34 standards All pressure seal valves, including those up to Class 2500, used in the oil and gas/ petrochemical industry, are rigorously tested to meet ISO 15848-1 Class BH standards. All pressure seal valves constructed with F91/C12A materials, we offer live loading of bonnet bolts and gland bolts to ensure optimal performance and reliability.
Deluge system 6"	Deluge Valve Wet System, 150 NB ANSI B 16.5 150# Flange Inlet & Outlet, Body Made Of W.C.B (C.S.), Synthetic Rubber Diaphragm, SS Trim, Water Motor Gong Bell, Drain Valve, Pressure Gauge, Max. W.P. 250 PSI (17.5 Kg/Cm2) & H.T. 500 PSI (35 Kg/ Cm2), Painted Red, UL Listed, Model- DV NP-100.
Deluge system 4"	Deluge Valve Wet System, 100 NB ANSI B 16.5 150# Flange Inlet & Outlet, Body Made Of W.C.B (C.S.), Synthetic Rubber Diaphragm, SS

	Trim, Water Motor Gong Bell, Drain Valve, Pressure Gauge, Max. W.P. 250 PSI (17.5 Kg/Cm2) & H.T. 500 PSI (35 Kg/ Cm2), Painted Red, UL Listed, Model- DV NP-100
Sprinkler head	Sprinkler Head, Standard Response, 68 Deg Operating Temperature, Pendent Type, K-5.6 (80), 1/2" NPT Thread, Standard Coverage, Chrome Plated, UL Listed
Check valves(NRV)	2" Swing Check Valve (CCSC007),Product Standard BS 1868/API 6D Class #150, Body: CCS (ASTM A 216 GR WCB), Bolted Cover, Renewable Seat, Trim 13% Cr SS, Flange End as per ASME B16.5 CL 150, BTP 30 & STP 22 Bar.
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 / copolymer 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 (thermos 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.
Restricted orifice 4"& 6"	
Reducer **(4"x10" &6"*8")**	On-site fabrication as per requirement
Stud boltSizes **3/4''x 5 1/2''** **1 1/4''x 7 3/4''** **1 1/2''x 10''**	ALLOY STEEL FULL THREADED STUD BOLT, MATERIAL - ASTM A-193, GRADE B7 OR EN19 WITH 2 (TWO) HEAVY HEXAGONAL NUTS, MATERIAL - ASTM A-194, GRADE 2H OR EN19, The threads of the studs should be rolled threads and not cut threads
Spectacle blind	As per the Standard ASME 16.48, 1.The dimensions depend on the size of the pipe and flange specifications. 2.Spectacle blind must be able to withstand or flow fluid pressure in the pipe system 3.Forged material grades like ASTM A105 (high-temperature carbon), A350 (low-temperature carbon), and ASTM A182 grades (alloy, stainless steel, duplex) should be used.
Paint	Applying of one coat of anti-rust primer and two coats of enamel paint to pipe lines and associated pipe fittings to the satisfaction of OIL's representative. The shades of paints to be applied on pipe lines and

	associated pipe fittings shall be specified by OIL and will have to be supplied by the contractor along with the necessary tools and tackles. Prior to the application of paints, the same will have to be approved by OIL. Painting should be done as per the OILs colour code policy 2022 (Document attached) **Doc No: HSE/S/CC/2022**

SOR Part D: Tentative Quantities

Water Spray System

Tentative quantity requirement for water spray system:					
Pipe Fitting Sizes	**Pipe Length requirement (mts)**	**Flange requirement (no.)**	**Elbow**	**Tee**	**Valve (no.) If any**
6"	128	30	19	6x6 =8, 6x4=7	8
4"	468	130	22	4x4 = 10	13
2"	950	309	106	2x2 =40	37
1"	1690	388	126	1x1 = 51	32
Item description			**Qty**	**Service description**	**Qty**
Sprinkler QBD system: Sprinkler pendent style for High Velocity (HV) sprinkler system, Temperature response: Standard Response (5 mm glass bulb), Max Working Pressure: 11 kg/cm2,Minimum working pressure: 1 kg/cm2, Temperature rating: 79 deg C.			208	Installaion of Sprinkler QBD system	208
1/2" short nipple			416	Welding job pertaining to 1/2" short nipple	416
6" * 4" reducer			4	Welding job pertaining to 6" * 4" reducer	4
4" * 2" reducer			10	Welding job pertaining to 4" * 2" reducer	10
Deluge valve 6"			3	Installation of Deluge valve 6"	3
Deluge valve 4"			3	Installation of Deluge valve 4"	3
Restriction orifice 6"			3	Installation of restriction orifice 6"	3
Restriction orifice 4"			3	Installation of restriction orifice 4"	3

Purging of flare header

Tentative service quantity requirement for Purging of flare header system			
Item no	**Description of Work**	**UNIT**	**QTY**
1	**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 8 Inch	JOB	1
	For 12 Inch	JOB	1
2	**Welding of Pipe Joints and Fittings**		

	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.		
	Pipe Joint 12" (300 mm NB)	CM	2,705
	Pipe Joint 10" (250 mm NB)	CM	712
	Pipe Joint 8" (200 mm NB)	CM	2,285
	Pipe Joint 6" (150 mm NB)	CM	447
	Pipe Joint 4" (100 mm NB)	CM	595
	Pipe Joint 2" (50 mm NB)	CM	1,102
	Flange Joint 12" (300 mm NB)	CM	4,536
	Flange Joint 10" (250 mm NB)	CM	382
	Flange Joint 8" (200 mm NB)	CM	3,022
	Flange Joint 6" (150 mm NB)	CM	1,378
	Flange Joint 4" (100 mm NB)	CM	1,072
	Pipe Joint 2" (50 mm NB)	CM	1,224
	Flange Joint 1" (25 mm NB)	CM	16
	3/4" (25 mm NB)	CM	16
3	**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.		
	Pipe Joint 12" (300 mm NB)	JT	83
	Pipe Joint 10" (250 mm NB)	JT	26
	Pipe Joint 8" (200 mm NB)	JT	104
	Pipe Joint 6" (150 mm NB)	JT	27
	Pipe Joint 4" (100 mm NB)	JT	52
	Pipe Joint 2" (50 mm NB)	JT	184
	Flange Joint 12" (300 mm NB)	JT	140
	Flange Joint 10" (250 mm NB)	JT	14
	Flange Joint 8" (200 mm NB)	JT	138
	Flange Joint 6" (150 mm NB)	JT	82
	Flange Joint 4" (100 mm NB)	JT	94
	Pipe Joint 2" (50 mm NB)	JT	204
4	**Hydrotesting** Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned below or as directed by the user 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.	Job	42

5	**Fabrication and Installation of pipe Trestle** Fabrication and installation of pipe trestle. The Trestle should be fabricated as two legs with 1cross bar in between. The post of the trestle will be piled into the ground. The pipe trestle may have to be fabricated in marshy and waterlogged area.	NO	400
6	**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	682
7	**Primer / Paint Application** Welded pipe line and its fittings to be laid over-ground shall be painted as per painting specification.	M2	2153.3
8	**Installation of Heat Shrinkable Sleeve**	No.	17
9	**RECOVERY OF PIPES**	M	2505
10	**Horizontal Directional Drilling (HDD)**	M	200
11	**Civil Foundation for KOD**	LSM	6

Tentative material quantity requirement for Purging of flare header system:

Sl No.	ITEM	UOM	Quantity
1	Pipe: 12" X46 Bare Pipe	M	680
2	Pipe: 12" X46 Coated Pipe	M	120
3	Pipe: 10" X46 Bare Pipe	M	250
4	Pipe: 8" X46 Bare Pipe	M	1000
5	Pipe: 8" X46 Coated Pipe (For HDD)	M	80
6	Pipe: 6" X46 Bare Pipe	M	255
7	Pipe: 4" X46 Bare Pipe	M	500
8	Pipe: 2" API 5L Grade B Bare Pipe	M	1760
9	Flange 12" #300	NO	140
10	Flange 10" #300	NO	14
11	Flange 8" #300	NO	138
12	Flange 6" #300	NO	82
13	Flange 4" #150	NO	94
14	Flange 2" #150	NO	204
15	Flange 1" #150	NO	16
16	Flange 3/4" #150	NO	16
17	Valve: 12" 300# Gate Valve	NO	4
18	Valve: 12" 300# PCV	NO	1
20	Valve: 10" 300# Gate Valve	NO	8
21	Valve: 10" 300# PCV	NO	1
23	Valve: 8" 300# Gate	NO	12
24	Valve: 8" 300# PCV	NO	3
26	Valve: 4" 150# Gate	NO	3
27	Valve: 2" 150# Gate Valve	NO	88
28	Valve: 2" 150# Ball Valve	NO	46
29	Valve: 2" 150#NRV	NO	46
30	Valve: 1" 150# UC	NO	20
31	Valve: 3/4" 150#	NO	20

32	2" Flow meter	NO	23
33	2" Spectacle blind	NO	23
34	KOD with all fittings as per the P&ID	NO	6
35	Paint	L	2153.255
36	Heat Srinkable Sleeve	NO	20

Realignment of flow lines

Tentative material quantity requirement for realignment of flow lines:			
SL.No.	**Summary**	**Quantity**	**Unit**
1	Total 4" X60 line required	6050	m
2	Total 4"X46 line required	5500	m
3	Recovery of replaced 4" X60 line	6050	m
4	Recovery of replaced 4"X46 line	5500	m
5	Total 4" X-60 bent required	83	nos.
6	Total 4" X-46 bent required	95	nos.
7	Total pair of 4" 2500 class flange required	95	pairs
8	Total pair of 4"1500 class flange required	93	pairs
9	Total pair of 4" 900 class flange required	82	nos.
10	Total R37 Ring gasket required	28	nos.
11	Total R38 Ring gasket required	95	nos.
12	Total R39 Ring gasket required	80	nos.
13	Total Bolt studs of size: 3/4"x 5 1/2" (8 nos per pairs of flange)	224	nos.
14	Total Bolt studs of size: 1 1/4"x 7 3/4" (8 nos per pairs of flange)	656	nos.
15	Total Bolt studs of size: 1 1/2"x 10" (8 nos per pairs of flange)	744	nos.
16	Total 4" 2500 class gate valve required	18	nos.
17	Total 4" 1500 class gate valve required	19	nos.
18	3" 900 class check valve required	9	nos.
19	Paint	413.4438	L

Tentative service quantity requirement for realignment of flow lines:			
Item no	**Description of Work**	**UNIT**	**QTY**
1	**Swabbing, Cleaning and Stringing of Pipe** 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	11,550
2	**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.	JOB	1

3	**Welding of Pipe Joints and fittings** 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.		
	For X60 pipes	NO	579
	For X60 bends	NO	166
	For 2500 Flange	NO	190
	For 1500 Flange	NO	186
	For X46 Pipes	NO	526
	For X46 bends	NO	190
	For 900 Flange	NO	164
5	**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	100
6	**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.	M3	1,800.00
7	**Lowering the Pipes** Lowering of the bare/ coated pipe to the bottom of the previously prepared trench (without causing damage to the pipe coating, if applicable). The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe. Any damage to the 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.	M	3,000
8	**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	3,000
9	**Hydrotesting** Hydraulic testing of entire section of the welded pipeline shall be subjected to a pressure as mentioned below or as directed by the user 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.		
	For 100 mm NB X-60 upto 250kg/cm2	M	6,655
	For 100 mm NB X-46 upto 180kg/cm2	M	6,050
10	**Open cut cased road crossing.** 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. **With upto 200mm NB Casing Pipe. Casing will be provided by OIL.**	M	290
11	**Fabrication and Installation of pipe Trestle** Fabrication and installation of pipe trestle. The Trestle should be fabricated as two legs with 1-4 cross bars in between. The post of the trestle will be piled into the ground. The pipe trestle may have to be fabricated in marshy and waterlogged area.	NO	180
12	**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	3,581
13	**Primer / Paint Application** Welded pipeline and its fittings to be laid over-ground shall be painted as per painting specification.	M2	413.4438
14	**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	175
15	**RECOVERY OF PIPES**	M	11550

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PART-III
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.

Description of the Service: Hiring of services for mitigation of 13 nos. of OISD's External Safety Audit points.

Sl No.	Definition	Clause Description
1.0	Mobilization	**Mobilization Period: Thirty (30) days** from date of issuance of LoA. **Activities to be performed during mobilization period:** The Contractor shall report to PSS Department within **Thirty (30)** days from date of issue of LOA for a **Kick-off Meeting** for obtaining necessary information and instructions for commencement of work after carrying out the following activities: • Submission of PBG. • Submit a general Safe Operating Procedure to the COMPANY. • Submit the credentials of the **Inspection Agency** to be engaged by the CONTRACTOR for site activities specified in relevant Clause. • Submit a List of manpower to be deployed. • Submit Labour Clearance. • Submit Insurance Documents as specified under Insurance clause. • Provide the Provident Fund UAN of workers/ or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. Note: Date of Kick Off Meeting shall be deemed as completion of mobilization.
2.0	Duration of contract	The duration of contract shall be for **28** months from the date of issuance of LOA, which includes a thirty (30) days mobilization period.

		Break-up of Contract Duration is as under:	
		Mobilization	30 days from date of issue of LoA.
		Phase 1: Detailed Engineering study and submission of report	180 days from date of completion of mobilisation. 1. A total of One week per installation shall be provided for physical visit, site recce etc. and provide a draft report to the respective installation manager for his comment. Therefore, contractor shall complete physical visit, site recce etc. and provide a draft report to respective installation manager within 13 (thirteen) weeks. 2. Further, the contractor should submit the final design report along with bill of materials within next 12 weeks to OIL. Subsequently the contractor should get it approved from respective installation managers. Phase-I shall be considered complete the day the final design report along with bill of materials is approved by OIL. OIL shall take maximum 05 (five) days time to approve the same.

		Phase 2: Sourcing of materials	9 months from completion of Phase 2.
		Phase 3: Fabrication/ construction/erection/ modification/ commissioning of in-plant piping and other related works based on the detailed engineering report as done in Phase 1, EIL's study report and also as per T&C of the contract.	12 months from completion of Phase 3.
3.0	Inspection	Post completion of mobilization, the contractor may plan for site visit for understanding the ground realities like approach road, logistical accessibility, uneven surface, and all other related occurrences for carrying out the detailed engineering studies. After carrying out detail engineering study within 6 months post completion of mobilization, contractor will be given a time period of maximum of 9 months to completely mobilize material to his local facility. During this 9-month period, if contractor feels that he can start the job, the Contractor shall intimate the respective installation manager in writing regarding their readiness to commence work. The respective installation manager will start inspection of the equipment jointly with Contractor's personnel within 5 (Five) working days of intimation from the contractor.	
4.0	GCC Clause No. 10 (Performance Security)	Upon awarding of the contract, the contractor shall furnish performance security for an amount of **10.00% of Contract Value** within **thirty (30) days of receipt of LoA** with a validity of fifteen (15) months beyond contract period.	
5.0	GCC Clause No. 31.0 (Force Majeure)	In case of force majeure, no force majeure rate shall be paid.	

6.0	Terms of Payment	6.1 Payment against various Line Items shall be made as detailed in Scheduled of Rate. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made. 6.2 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 alongwith 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. 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 upto that stage, the Contractor shall indicate how the Local Content requirement would be in the subsequent stages. Note: i) All the payments will be based on the certified volume of works in the joint measurement

		sheet (including Sub-Contractor(s) works (if any)) to be submitted by the Contractor along with the invoices with duly certified by the Company's Engineer. The Company's Engineer shall not entertain any direct bill/invoicing for payment from the Sub-Contractor(s). ii) In all Sub-Contracting works (if any), The Contractor "as single point" shall be responsible for making all necessary payments to the Sub-Contractor(s). The Company's Engineer shall not be responsible for any kind of direct payment to the Sub-Contractor(s). iii) The Contractor shall submit No-Dues Certificate to Company's Engineer and No-Claim Certificate from Sub-Contractor(s), in the final bill submission.
7.0	Submission of Invoice	All the payments will be based on the certified volume of jobs in the measurement sheet to be submitted by the contractor along with the invoices.
8.0	Insurance	a) ESIC wherever applicable. b) Employees' compensation insurance as required by the laws of the country of origin of the employee. c) 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. d) Contractor All Risk (CAR) Policy / any other insurance policy covering all equipment and contractor supplied items. Bidders to note that until the successful handover of the Project to OIL, security and safety of all the company and Contractor supplied materials will be under the scope of the Contractor.

9.0	De-Mobilization	The contractor shall demobilize all his man and equipment within 7 (seven) days post completion of the job.
10.0	Association of company's Personnel	OIL will arrange coordinator(s) and Installation Manager(s)/ Field Managers/ Safety Officers to monitor the work.
11.0	Liquidated Damage	**LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in timely mobilization and 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. In case the time delay in mobilization is made up by completing the job execution within the timeline by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilization is completed before scheduled period of mobilization but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilization and job completion put together. Further, in case both Mobilization and job completion are delayed, Liquidated Damages shall be applicable on both Mobilization as well as job completion. In the event of there being undue delay on the part of the Contractor in commencing or executing the work, the COMPANY reserves the right to cancel the Contract and without any compensation whatsoever.
12.0	Provision of Personnel facilities	All the associated costs related to the said contract viz. accommodation, lighting arrangement, logistics, fooding, tools & tackles, PPE's, water pumps, JCB's, Excavator's, any expert etc. to be borne by the contractor.
13.0	Warranty and remedy of defects	A period of **twelve (12) months** from the date of completion of contract which shall be treated as defect liability period. Please refer to Clause No. 40.0 of Section A of Part IV: Other Terms and Condition.

14.0	Limitation of Liability (%)	100% in line with GCC.
15.0	Subcontracting: Allowed/Not Allowed	Sub-contracting of petty services is not allowed under the contract.
16.0	Address details for submission of invoice	All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link: https://vim.oilindia.in/velocious-portal-app/. Note: The invoices are to be addressed to (Chief General Manager-PSS) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam

17.0 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.

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

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

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

to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

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

6) 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.

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

8) 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.

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

10) 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.

11) 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.

12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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.

20) 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.

21) 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.

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

23) 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.

24) 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.

25) 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.

26) 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.

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

28) 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.

29) 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.

30) 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.

31) 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.

32) 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.

33) 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.

34) In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / blacklisted 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.

18.0	Details of the Service	Please refer to SOW
19.0	Area Of Operation	OIL's operation area in Assam.
20.0	HSE Policy	Please refer to Safety Measure.
21.0	Interim de-Mobilization and Re-mobilization	NA
22.0	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) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters** CHIEF GENERAL MANAGER (PSS) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374-2806476 Email: praychoudhury@oilindia.inc) **Contractor** ____________________ ____________________ ____________________ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
23.0	**RECORDS, REPORTS AND INSPECTION**	To be guided as per GCC.

24.0	**PENALTY**	If the contractor fails to report/ execute job as per SOW/TOR of the contract, then penalty will be imposed as detailed below: i) An amount of Rs. 5,000 (lump sum) (Rupees Five Thousand only) against delay in completion of phase 1 or 2 or 3 per day will be deducted upto a maximum of Rs. 35,000 until the 7th day from the scheduled date of completion. ii) For, delay beyond 7th day against completion of phase 1 or 2 or 3, a penalty of Rs. 10,000 (lump sum) (Rupees Ten Thousand only) per day delay upto a maximum of Rs. 70,000 till 14th day shall be charged. iii) For delay beyond 15th day till 21st day against completion of phase 1 or 2 or 3, a penalty of Rs. 15,000 (lump sum) (Rupees Ten Thousand only) per day delay shall be charged. iv) For delay beyond 21st day till 28th day against completion of phase 1 or 2 or 3, a penalty of Rs. 20,000 (lump sum) (Rupees Ten Thousand only) per day delay shall be charged. v) Any delay beyond the 28th day shall be considered Unsatisfactory Performance, and action may be initiated as per Clause No. 44.5 of the GCC of the contract, leading to contract termination.

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PART-IV: SCOPE OF WORK (SOW)/TERMS OF REFERENCE (TOR)

SECTION A: OTHER TERMS & CONDITIONS

1.0 GENERAL:

Other Terms & Conditions shall be read in Conjunction with the General Conditions of Contract, Special Condition of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Condition of Contract, Special Condition of Contract is repugnant to or at variance with any provisions of the **OTHER TERMS & CONDITIONS**, unless a different intention appears, the provisions of the **OTHER TERMS & CONDITIONS** shall be deemed to over-ride the provisions of the General Conditions of Contract, Special Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

2.0 SCOPE OF WORK:

The scope of work in general includes scope of work specified in tender/contract document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Respective IMs.

Scope of work shall be read in conjunction with item description of Schedule of Rates and the Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all costs for the performance of the item considering all parts of the tender/contract Document. In case any activity though specifically not covered in description of item under “Schedule of Rates” but is required to complete the work which could be reasonably implied/informed from the content of tender/contract Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

3.0 SCOPE OF SUPPLY:

The Contractor shall supply all the materials, instruments, equipment, tools and tackles required for the completion of work in all respects as per the requirement enumerated in tender/contract Document, at their sole cost and expense.

4.0 SUPPLY OF WATER, POWER & OTHER UTILITIES:

Water, power and land for the Contractor’s Office and site fabrication, Warehouse, residential accommodation etc. shall be arranged by the Contractor at no extra cost to the Company and the quoted prices shall deemed to be inclusive of such expenses, if any. Company shall facilitate the Construction works inside and in the periphery of the OIL's installations. However, construction power, water and other utilities shall be arranged by the Contractor at his own cost.

5.0 TIME SCHEDULE:

The Work shall be executed strictly as per time schedule mentioned in **SCC**. The period of completion given includes the time required for mobilization, execution and completion of work in all respects to the satisfaction of the Respective IMs.

The scope of work involves jobs at multiple installations of OIL. Hence the Contractor has to suitably deploy Man and machinery to ensure that the complete scope of work is completed within the stipulated time frame. This may also warrant working in multiple installations simultaneously. Contractor to liaise with individual IMs for requirement of entry passes of its personnel, Work permits etc. Proper planning in consultation with respective IMs to be carried out for timely completion of the job.

6.0 DRAWINGS AND DOCUMENTS:

The drawings and technical documents accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Company. However no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and “Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued / approved by the Respective IMs during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the Contractor.

The drawings and documents to be submitted by the Contractor to the Company after award of the work as per agreed Document Control Index (DCI) shall be for the Company's review, information and record. The Contractor shall ensure that drawings and documents submitted to the Company are accompanied by relevant calculations, data as required and essential for review of the document/drawings. The Company shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

All documents and drawings including those of the Contractor, sub-vendors manufacturer etc. shall be submitted to the Company after having been fully vetted in detail, approved and co-opted by the Contractor shall bear Contractor's seal/certifications to this effect. All documents/drawings & submissions made to the Company without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

The review of documents and drawings by the Company shall not absolve the Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawings/documents reviewed by the Company, the Contractor shall incorporate the comments as required and ensure their compliance.

Copies of all detailed working drawing relating to the works shall be kept at the Contractor's Office at the site and shall be made available to the Respective IMs/the Company at any time during execution of the Contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed by OIL.

The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

7.0 FIRM PRICES:

The quoted price shall remain firm and fixed till the completion of work except for the statutory variations of Taxes & Duties as mentioned elsewhere in the tender/contract document.

8.0 GOVERNMENT OF INDIA NOT LIABLE:

It is expressly understood and agreed by and between the Contractor and the Company that the Company 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 the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Company is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and General Principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Company is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

9.0 PROVIDENT FUND ACT:

The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees' and Owners' contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.

10.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION

CONSTRUCTION EQUIPMENT:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy construction equipment and tools & tackles as specified in this SCC as and when required augment the same as decided by the Respective IMs depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to the Company. No construction equipment shall be supplied by the Company.

The Company shall supply no Construction Equipment.

SITE ORGANIZATION:

Subject to the provisions in the Contract document and without prejudice to the Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi-skilled and unskilled personnel on the work, the Contractor shall deploy and augment the same as decided by the Respective IMs depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to the Company.

11.0 QUANTITIES OF WORK:

The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the Company shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted or in the quoted price or for any claim for additional compensation, damages or loss or profits or otherwise, with the intent that the Contractor shall notwithstanding the quantities mentioned in the Form of Schedule of Rates only be entitled to payment in respect of actual quantities of work performed in terms of the Contract and measured in the Final Measurements, notwithstanding the percentage of increase or shortfall in such quantities and notwithstanding that the total contract value for the completed works on finalization of all dues to the Contractor under the Contract shall be less than the total Contract Value as specified for the purpose of Security Deposit in the Acceptance of Tender.

12.0 MEASUREMENT OF WORKS:

This being a lumpsum Contract, mode of measure of work appearing anywhere in the GCC or elsewhere in the tender/contract Documents shall not be applicable. Progress payment will be governed by Terms of Payment.

13.0 TEMPORARY WORKS:

All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have been included the cost of such works which shall be removed by the Contractor at his cost, immediately after completion of his work.

14.0 PROTECTION OF EXISTING FACILITIES:

The Contractor shall obtain all safety clearance (viz. Excavation, Hot/Cold Work permit) from the Company, as may be required from time to time, prior to start of work. Work without Safety Permit shall not be carried out. Safety Permit and fire service facility, if available, shall be provided on daily allocation basis upon application.

The Contractor shall obtain plans and full details of all existing and planned underground services from the Company and shall follow these plans closely at all times during the performance of work. The Contractor shall be responsible for location and protection of all underground lines and structures at his own cost.

The Contractor shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during construction. Valve cabin of existing pipelines, other existing structures, existing stone pitching and other stabilization measures along the track route damaged/disturbed during construction shall be repaired and restored to their original condition by the Contractor after completion of construction to the complete satisfaction of the Company.

Despite all precautions, should any damage to any structure/utility etc. occur, the Contractor shall contact OIL/authority concerned and the Contractor shall forthwith carry out repair at his expenses under the direction and to the satisfaction of OIL/concerned authority. The Contractor shall in consultation with OIL and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline/cable alignment. The Contractor shall take adequate protective measures to prevent damage to these facilities during construction. The Contractor shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. The Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and the Contractor shall not be entitled to claim any extra at a later stage.

15.0 WORK FRONT:

The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor.

16.0 CRANES AND LIFTING TOOLS & TACKLES:

Lifting tools tackles and cranes of required capacity will be arranged by the Contractor at his own cost for facilitating of all works including other packages works. All tools, tackles including cranes shall have required certificates from the competent authority before mobilization at site.

All rigging and lifting tools & tackles and cranes should be properly tested as per the safety/statutory requirements and their latest certification documents shall be submitted to OIL. Equipment older than 10 years shall not be deployed for the site work.

17.0 TESTS AND INSPECTION:

Materials to be supplied by the Contractor under the scope of work shall be inspected as per the detailed scope provided in the tender/contract Document, by the Third-Party Inspection Agencies out of

BV/DNV/LRS/IRS/RITES. The contract price shall be inclusive of such TPI inspection charges and no extra claim shall be entertained towards the same.

The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.

All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by the Contractor at his own cost.

The work is subject to inspection at all times by the Respective IMs/OILs senior Official. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.

The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.

Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.

All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Respective IMs. These reports shall form part of the completion documents.

Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

18.0 MECHANISED CONSTRUCTION:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Respective IMs during execution of works.

The Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the Company in this regard shall entertain no claim whatsoever.

19.0 DELETED

20.0 QUALITY MANAGEMENT SYSTEM:

Contractor shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures, which is required to be adhered to during the execution of contract. After the award of the Contract detailed quality assurance programme shall be prepared by the contractor for the execution of the Contract for various works, which will be mutually discussed and agreed to.

The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Engineering, Procurement, Supply, Construction, Commissioning and Testing. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

The Company or its representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

The Contractor has to ensure the deployment of Quality Assurance and Quality Control personnel depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Respective IMs feels that the Contractor's QA/QC personnel are incompetent or insufficient, the Contractor has to deploy other experienced personnel as per site requirement and to the full satisfaction of the Respective IMs.

In case the Contractor fails to follow the instructions of the Respective IMs with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of the Respective IMs. The Contractor shall adhere to the quality of work as per laid down Specification elsewhere in the tender/contract Document.

21.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT :

The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as specified in the tender/contract document.

22.0 SITE CLEANING:

The Contractor shall clean and keep the work site Clean from time to time to the satisfaction of the Respective IMs for easy access to work site and to ensure safe passage, movement and working.

If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as

directed by the Respective IMs and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Respective IMs, whose decision shall be final and binding upon the Contractor.

The Contractor shall be the custodian of the dismantled materials till the Respective IMs takes charge thereof.

The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Respective IMs.

The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Respective IMs.

No extra payment shall be paid on this account.

23.0 COMPLETION DOCUMENTS:

The following documents shall be submitted in hard binder by the Contractor/Sub-Contractor in 3 (three) sets, as a part of completion documents. These will be in addition to those mentioned in General Conditions of the Contract.

(i) Material Inspection/Test Report for supply of all materials

(ii) As built drawings

(iii) Any other drawing/document/report specified elsewhere in the tender/contract document.

24.0 COORDINATION WITH OTHER AGENCIES:

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be the Contractor's responsibility. In case of any dispute, the decision of Respective IMs shall be final and binding on the Contractor.

25.0 TEST CERTIFICATES:

Contractor shall submit test certificates as per approved QA/QC plan, respective ITPs for materials.

26.0 MINIMUM SITE FACILITIES FOR WORKMEN:

The following facilities are to be ensured at all workplaces where workmen are deployed/engaged by the Contractor.

Arrangement of first aid, clean drinking water, Toilets, Canteen (where tea & snacks are available) and a Crèche where 10 or more women workmen are having children below the age of 6 years.

27.0 ADDITIONAL WORKS / EXTRA WORKS:

The Company reserves the right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by the Company the Contractor is required to extend necessary cooperation, and act as per the instructions of the Respective IMs.

28.0 RESPONSIBILITY OF CONTRACTOR:

It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Company/the Respective IMs before implementation. Also such revisions and/or modifications if accepted/ approved by the Company/the Respective IMs shall be carried out at no extra cost to the Company. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Company.

All expenses towards mobilisation at site and demobilisation including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

Note:

a. Public Relation Jobs

i. The Contractor shall establish and maintain such relationship with Government, local authorities and with the public as shall be necessary or appropriate to ensure that the works are conducted and carried out in the most effective way and to the best advantages of OIL.

ii. The Contractor will have to do everything that is necessary including but not limited to jobs like liaising with all concerned government departments, civil administration, law-enforcing agencies etc. for keeping the tendered works normal during any public protest, picketing, obstructions, “bandh” call etc. All such situations and other law and order issues in connection with the works executed by the Contractor will have to be dealt by the Contractor only by approaching District Administration or other authorities as applicable. While OIL will put its best effort to mitigate such issues by liaisoning with District Administration, the Contractor is expected to take the lead and put appropriate efforts to mitigate such issues.

b. Security of equipment / Material

Security of equipment / Material supplied by the contractor shall be the responsibility of the Contractor concerned till the equipment/items are handed over to OIL after installation and commissioning.

29.0 SINGLE POINT RESPONSIBILITY:

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

30.0 CHECKING OF LEVELS:

The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of the Respective IMs the discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall affect rectifications, as directed, within his quoted rate.

31.0 CLEARANCE OF SITE ON COMPLETION:

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all the Contractor’s equipment, surplus materials, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Respective IMs. Provided that the Contractor shall be entitled to retain on site, until the end of the defect's liability period, such materials, the Contractor's equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defect's liability period.

32.0 DELAYS BY THE COMPANY OR ITS AUTHORISED AGENTS:

In case the Contractor's performance is delayed due to any act or omission on the part of the Company or its authorised agents, then the Contractor shall be given due extension of time for the completion of the work, to the extent such omission on the part of the Company has caused delay in the Contractor's performance of his work.

No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Company reserves the right to seek indulgence of the Contractor to maintain the agreed Time Schedule of Completion.

In such an event the Contractor shall be obliged for working by the Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

33.0 COMPLETION OF WORK:

The Final Report of Completion of Work shall be issued by the Company against the written application of the Contractor after completion of successful PGTR (wherever applicable). The issue of Completion Certificate/Report shall be considered as the completion of all the obligations of the Contractor under the Contract.

34.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION:

The Contractor shall be responsible for organising the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.

Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by the Contractor, well in advance. Minor rectifications including chipping of foundations as the case may be, shall be carried out at no extra cost by the Contractor after obtaining prior approval of the Respective IMs. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of the Respective IMs. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Respective IMs.

During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

Various tolerances required as marked on the drawings and as per specifications and instructions of the Respective IMs, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the theodolite.

ERECTION OF EQUIPMENTS:

All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The Contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of the Company.

Installation of the same shall be as per defined SOP.

Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

35.0 UNDERGROUND AND OVERHEAD STRUCTURES:

The Company shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the Contractor. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Company from and against any destruction thereof or damages thereto. Moreover, the Contractor shall prepare drawing showing all the above stated details accurately and submit to the Respective IMs. No extra payment shall be made on this account. The prices quoted in SOR/P are deemed to be inclusive of the costs towards this activity as well.

36.0 EXECUTION OF ELECTRICAL WORKS:

The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case the Contractor himself executes electrical works then he shall arrange valid

Electrical Contractor License before start of electrical works at site. Notwithstanding, the Contractor shall adhere to all the safety standard as included in tender/contract document.

37.0 CIVIL & STRUCURAL MATERIALS:

Structural Steel: Structural Steel shall be procured from manufacturers having valid BIS license. The structural steel shall confirm to IS:2062 & IS:808 and will meet the technical specifications of the contract. This shall be subject to establishment of correlation with manufacturer's certificate and listed in the BIS website as on date of procurement of steel shall be all MTC for conformance to the applicable code.

In case of non-availability of structural steel from inland manufacturer (SAIL, TISCO, RINL, ESSAR, JINDAL, JSIW steel and other listed in CPWD approved list), OIL may accord project specific approval to the contractor to use structural steel procured from other reputed manufacturer fulfilling the technical requirements. However, such approvals shall be considered subject to the contractor offering rebate.

In addition to establishment of traceability with manufacturer's MTC, for structural steel procured from other than the listed manufacturers, for each category/ size of steel procured, one sample from every 50 Tons or Availability of valid part there of shall be subjected for testing.

In case of assorted lot, sample shall be drawn from each lot, irrespective of lot size.

38.0 SURPLUS MATERIALS:

Surplus Civil Construction materials comprising sand, bricks, stones and aggregate and the products of dismantling temporary works erected by the Contractor shall vest in and belong to the Contractor upon completion of the works and/or earlier termination of the Contract for any cause, with right in the Contractor, subject to the other terms & conditions of the Contract, to remove the same from the job site subject to satisfactory proof of supply. No other surplus materials will be allowed to be taken out and deemed to be the property of the Company and the same shall be transported properly to the Company's store or as directed by the Company. Accordingly quoted prices shall be deemed to be inclusive of the same.

39.0 FABRICATION SHED:

The Contractor shall provide all weather fabrication sheds at site for all pre-fabrication of piping works and fabrication of structural steel work to the satisfaction of the Respective IMs. The requirement of fabrication sheds shall be firmed up in consultation with the Respective IMs for numbers/ size of fabrication shed and depending on available free space at a safe distance from existing plant area as per instruction of the IM.

40.0 DEFECT LIABILITY PERIOD:

The Contractor shall guarantee the installation/work for a period of **12 months** from the date of Completion of the contract. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Respective IMs.

If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Respective IMs in writing.

If during the period of liability any portion of the work/equipment, is found defective and is rectified/replaced, the period of liability for such equipment/ portion of work shall be operative from the date such rectification/ replacement are carried out and the Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions the supplier's, guarantee/warrantee for the replaced equipment shall also be passed on to the Company.

41.0 PAYMENT & INVOICING PROCEDURE:

The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.

Payments due by the Company to the Contractor shall be made at the

Contractor's designated bank account. All bank charges will be to their account.

SECTION B: SCOPE OF WORK

1.0 INTRODUCTION

The scope of this Contract Covers the following main activities:

To fulfill and comply OISD recommendations based on EIL Study Report in the three Assets.

1. **Rerouting of flowlines:** Flowlines refer to 4” OD Pipeline between Well Head and Manifold inside production installation. At present the flowlines are laid in a haphazard way without proper spacing and without maintenance of proper alignment. The job will involve laying of a new section of flowline and connecting the same with existing in-production flowline. The replaced portion shall be recovered.

   OISD Recommendations: Well flow lines within the installation are laid haphazardly one over another, without any adequate support and colour coding, painting, direction of flow and identification. The pipelines should be laid suitably with adequate support and painted as per colour code indicated in the standard IS-2379. (OMR 2017, regulation no.72 (d)). Stenciling (marking name and service) of the pipelines along with direction of flow needs to be done.

   Installations:

   Baghjan EPS, Eastern.

   OCS-8 & Jaipur OCS, Western.

2. **Piping and vessel installation works for design, construct & erect new Flare Purging System:** This job involves in-plant piping job. New lines will be required to be laid inside Production installations. A KOD shall also be installed. The laid pipelines shall be connected to the KOD and in turn to the existing flare system.

   OISD Recommendations: Purging of the flare header is not provided. Purging of the flare header to provide adequate protection against flash back should be provided. (OISD-STD-106, clause 8.3.7)

   Installations:

   OCS Kathalguri, Central
   OCS 4, Central
   OCS Ushapur, Central
   OCS Tengakhat, Central
   OCS 2, OCS Jaipur, Western

3. **Water spray system for Gas Compressors.:** This job involves extension of the currently available Fire Water network inside the Compressor stations and extending the same inside the Compressor sheds and providing sprinkler system.

   OISD Recommendations: Water spray system is not available in the installation. Water spray system should be provided at the suitable locations in the installation. (OISD-STD-189, 4.2.3)

   Installations:

   GCS Kathalguri, Central

   GCS-4, Central

   GCS Ushapur, Central

   GCS Jorajan, Central

4. The entire job involves Detailed Engineering, generation of drawings, Procurement of all the materials required for the job, construction, installation, commissioning and handover.
5. The detailed scope of work against each of the above heads are included in separate section of this document.

2.0 ENGINEERING:

The Basic Engineering drawings for purpose of bidding are provided with this tender. However, all the working drawings/detailed engineering drawing shall be generated by the contractor prior to start of construction activities.

3.0 PROCUREMENT:

Procurement of all the items required for the Project (except those mentioned under company`s scope of supply) are in the scope of the Contractor.

4.0 QUALITY ASSURANCE: The Contractor shall take utmost care for quality assurance of all the bought-out items and also for all the construction activities.

All the bought-out items shall be inspected by OIL approved TPIA viz. BV/DNV/LRS/IRS/RITES as per relevant codes.

Items shall be dispatched to site only after submission of Final Inspection Reports to OIL and after obtaining dispatch clearance from OIL.

For site activities, contractor may engage any other TPIA agency other than above for which approval from OIL has to be obtained during mobilization.

5.0 CONSTRUCTION:

It is the responsibility of the contractor to construct and commission the pipelines / improved systems as per the engineering drawings generated and hand over to OIL.

6.0 DURATION OF CONTRACT: Ref. Clause No. 2.0 of SCC

7.0 MOBILISATION: Refer Clause No. 1.0 of SCC.

8.0) THIRD PARTY INSPECTION AGENCY

The CONTRACTOR shall employ reputed third-party inspection agency approved by the COMPANY for qualification of welding procedure, qualification of welders through radiography. The Contractor shall submit the following documents for engaging the Inspection Agency:

i) Past Track record

ii) Qualification of the Inspector (Level II certificate)

iii) Approval of the equipment to be used

The scope of inspection Agency is as under:

1. Complete WQT procedure.
2. Radiography of all joints of Purging system.
3. All NDT related jobs.

9.0) WELDER QUALIFICATION:

a) QUALIFICATION OF WELDING PROCEDURE

Before any welding is begun, The CONTRACTOR shall establish and qualify the welding procedures in accordance with section 2.0 of API 1104.

b) QUALIFICATION OF WELDERS

Contractor must arrange for Qualification Test for Welders, Welding Procedure, Welding Rod proposed to be used as per API 1104. Contractor has to arrange all the required line pipe and other necessary required materials as per the Contract for making the test piece for welder test. Inspection agency shall be engaged by contractor. All machineries equipment must be arranged by the contractor at no extra cost to the company.

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

Destructive testing from Govt. Engineering Colleges / Institutes OR any NABL Approved Laboratory shall be carried out on the test specimen (s).

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 is required, the CONTRACTOR must take prior approval of the Company 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

v) Radiographic Films and report.

v) Destructive Test results.

10.0 CONTRACTOR'S EQUIPMENT-

Contractor must possess all the necessary equipment required for timely completion of the Project. It is the prime and sole responsibility of the Contractor to ensure that sufficient numbers of machinery are available at site. Failure to complete the Project on time will attract penalty as per relevant Liquidated Damage Clause of the tender.

As timely completion of the Project is the responsibility of the Contractor, Contractor is free to deploy quantity of equipment based on its judgement.

11.0) CONTRACTOR`S MANPOWER-

11.1) All the Manpower shall undergo IME/PME prior to deployment at site. Form (O) shall be submitted by the Contractor._

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B1: SCOPE OF WORK FOR "FLOWLINE MODIFICATION/ RE-ROUTING & PURGING SYSTEM"

1. The scope of work under **flowline modification / re-routing** shall cover Construction, Modification, Re-routing, Hookup of a part / section of flowlines, which are presently in-operation and connected to 3 Production installations viz., Joypur OCS, OCS-8 and Baghjan EPS. The detailed flowline layout shall be finalised after approval of detailed engineering work.
2. The existing flowline portion (between the hook up points) shall be recovered and stacked in a nearby location as per directive of Company representative.
3. The scope of work under **Installation of Purging system** shall cover Construction of a purging system inside production installations with necessary piping fabrication and KOD installation and commissioning work. The detailed plant piping and equipment layout shall be finalised after approval of detailed engineering work.
4. Scope cover Procurement of items i.e Line Pipes, Valves, Flanges, Elbows, Tees, required for the above jobs.
5. The work shall be carried out as per the Oil Mines Regulation and other relevant construction code of OISD.
6. The contractor shall follow all the safety and statutory norms under the provision of this contract.
7. The contractor shall provide all the necessary resources for overall completion of the work.
8. Contract will have to work in brown field inside production installation. Therefore, after identification of flowlines to be modified/re-routing, and finalization of engineering drawing (for purging system) contractor shall make a consolidated execution plan, work sequence and schedule for smooth execution of the activities.
9. Contractor shall submit SOP(s) for all the works before start of work.
10. As per the site condition of flowlines inside and outside entry point of the respective production installations, the scope of work shall cover inside and outside areas of the production installations.

TERMS OF REFERENCE

1.0 Flowline laying / Plant Piping work:

1.1 The Flowlines and Purging System shall be constructed generally in accordance with the Oil Mines Regulation-2017, OISD 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 Contractor of any duty or obligations necessary for the complete and satisfactory completion of the works envisaged under the contract. All works shall be done by the Contractor diligently, in a thorough, careful, skillful, and workmanlike manner in full accordance with quality flowline construction practices and as approved by the COMPANY's representative/s.

1.2. Contractor shall be handed over the site for start of the construction activities, once the detailed engineering/ piping layout and materials area ready at the work site.

1.3 Contractor must fabricate and erect the pipe trestle as per the piping layout support requirement, then shall construct the new flowline sections as per the site requirement and hookup with the respective flowline systems for complete modification/ re-routing. As the flowlines are presently laid in clusters and in a same flowline track, hence the later part may also involve simultaneously recovery activities (*which is separately defined under SoW "Recovery of Flowline/ plant pipping"*).

1.4 Contractor must construct plant piping, install & commission KOD and other related works as per the detailed engineering drawing for the purging system. As there are limited space in the present production installations, hence phase-wise hookup must be plan along with recovery activities of the discarded pipe sections.

2.0 Transportation of all materials at site:

2.1 Contractor shall procure and transport all the required approved materials at site in time-bound manner, any delay in the availability of the materials and thereafter arising of any loss or additional cost to the project, the Contractor shall be responsible for the same. In no case Company shall entertain any claim.

2.2 Contractor shall be responsible for safe handling and transportation of all the materials at site. Dragging and skidding of line pipes/ materials 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, to avoid damage and deterioration of these materials.

3.0 **Clearing/ Grading of Right of Way/ flowline track:**

Clearing / removal / undergrowth, trees, any other items on the flowline route segment/ work area, Grading / Levelling of existing flowline track for ease of construction.

4.0 **Handling, stringing of line pipes:**

4.1 In loading line pipes on trucks / trailers to sites / stringing along the ROW/ flowline track, each length shall be lowered to position without dropping and each succeeding length shall rest evenly with other lengths on the truck.

4.2 In stringing line pipes along the RoW/ track, if necessary, over the constructed pipe trestles, 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. Sufficient arrangement must be made for ease of welding of line pipes on the pipe trestle, including safety aspects.

5.0 **TRENCHING (ditching- For Flowline Modification Job):**

5.1 THE CONTRACTOR shall by any method that may be necessary or directed, dig the flowline trench on the cleared and graded right-of-way/ flowline track. Pipelines outside the Boundary Wall of the installations shall be laid in trench. In-plant flowlines will be laid aboveground on pipe trestles.

5.2 The bottom and sides of the finished trench shall be uniformly graded and must be 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.

5.3 In cases where bushes, trees etc is encountered in the RoW/ flowline track 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 RoW/ flowline track THE COMPANY may require trench to be excavated manually at no extra cost.

5.4 THE CONTRACTOR shall also be responsible for locating and protecting any other pipelines or underground structures falling on the same ROW/ flowline track. He should exercise sufficient care to avoid damage to the flowlines/ pipelines / cables arising out of its activities on the existing RoW.

5.5 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. Reports shall be made to THE COMPANY by THE CONTRACTOR of any damage or any other incidents relating to interference with adjacent structures.

5.6 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.

5.7 Trenching is predominantly envisaged for flowline modification job outside the installation Boundary. All in plant flowline laying and in plant piping for purging system will be overground. However, in unavoidable cases trenching may also be required for purging system piping works.

6.0 Swabbing, Cleaning and Stringing of Line Pipes:

Manual stringing of pipe joints in sandbags as per alignment requirement inside or outside the plant or along the RoW/ flowine track or required placing of line pipes over pipe trestle. 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.

7.0 **Line up:**

7.1 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.

7.2 The space between abutting pipe ends, when aligned for welding, shall be such as to ensure complete penetration without burn-through. For pipes having the same dimensions, the spacing should be approximately 1.6 mm or as defined in the ASME construction code, and it is to be essentially uniform around the entire circumference. No backing rings will be permitted.

8.0 **WELDING**

a) Welding Specification:

Welding shall be done in accordance with the API standard for field welding of pipelines, API standard no. 1104 (latest edition). Only Qualified Welders as per Welder Qualification criteria shall be deployed.

b) welding equipment and supplies

THE CONTRACTOR shall furnish all labour, equipment, tools and supplies including shielded type welding electrodes of correct specification. 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. All welding machines, line up clamps, beveling machines and other equipment and supplies used in connection with welding work must be satisfactory to THE COMPANY and must be kept in good condition to produce sound welds. 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.

c) type and method of welding

Welding of pipe joints shall be done as per procedure qualified vide above clauses.

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. 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 from each bead for visual inspection immediately after each bead is run. Welding shall be 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.

d) tie-ins

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.

e) **Welding of miscellaneous joints**

The Welding of pipe joints and fittings shall be as per API 1104. The electrodes shall be of suitable gauge and specification as per WQT. 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.

f) Inspection Of Weld Joints (For Purging System)

Radiographic examination of weld joints shall be carried out by the Inspection agency engaged by THE CONTRACTOR as defined above. Radiography reports issued by the Inspection Agency along with the radiography films shall be submitted to the COMPANY for acceptance. **Radiographic Inspection shall be applicable for Purging System only and not for flowline modification works.**

9.0 **Lowering pipe into trenches:**

The welded flowline shall be lowered into the trench after completion of the welding process, wherever required.

Lowering of the flowline section to the bottom of the previously prepared trench. The bottom of the trench shall be smoothly contoured to accommodate pipe without causing strain to the pipe section. Any damage to the nearby pipes while handling shall be repaired at the contractor's cost.

10.0 SHALLOW HORIZONTAL DIRECTIONAL DRILLING:

a. In places where there is a limited scope for laying a pipeline above or by open trenching method for crossing road, boundary wall etc, then shallow HDD must be carried out.

b. Contractor must arrange a suitable HDD machine with all resources to perform such works.

c. The design and other requirements shall be finalised during detailed engineering phase.

d. The minimum targeted depth for shallow HDD to be performed is 2-3 meters and considering site investigation.

e. The HDD section of the pipeline will be 3LPE coated, it should be Holiday tested, 100% Radiography tested and pre-hydrotested.

f. The approximate HDD length envisaged is 120 meters (approximately) for 12" Dia pipeline. 100m for 8" dia pipeline

11.0 **Securing the welded flowline section over pipe trestle:**

Contractor shall secure the flowline section after welding is done over the pipe trestle, wherever required, by providing bolted U-clamps.

12.0 **Backfill and dress trench:**

The back filling operations shall follow as closely as possible to lowering in of the flowline, provided that the flowline has been lowered to its correct depth.

After lowering the pipeline, wherever required, 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 at maximum 150 mm over the original level for visual identification & settlement in future.

13.0 **Clean up:**

Following the construction and back filling of the flowlines, THE CONTRACTOR shall clear the RoW/ Pipeline track and its surrounding ground, and shall dispose of all waste materials, debris resulting from its operations.

14.0 **HYDROSTATIC PRESSURE TESTING:**

A. Hydrotesting for Flowline Modification job:

14.1 After the back filling operation has been completed, hydrostatic test shall be performed on the entire length of the pipeline. The pipeline shall be tested in accordance with the requirements of ASME B 31.4/ 31.8 latest edition.

14.2 The test media shall be clean water. After completion of all pre-requisites for testing and obtaining approval from the Company's representative/s, the whole length of the flowline shall be filled with water. Test pressure shall be as specified by the Company's Representative. The pressure test shall be recorded in a format approved by the Company and jointly signed by the Company's Representative/IMs and the Contractor.

14.3 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. 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.

14.4. 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 under allowable range.

14.5 All necessary precautionary measures shall be taken by THE CONTRACTOR as per the relevant standards during the period of hydrostatic testing.

14.6 All pumps, suction, testing tools and delivery lines required for the job to be arranged by the CONTRACTOR.

14.7 Contractor shall ensure that after hydrostatic test the entire test filled water shall be driven out from the flowline, using air compressor or by any other mechanical means/ method, before hookup with existing system.

Note: Hydrostatic testing of entire section of the welded flowline shall be subjected to a pressure as mentioned below or as directed by the user 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.

The testing pressure for flowline will be as pe the following criteria:

1) API 5L X-46 Flowline: To be considered upto 180 kg/cm2.

2) API 5L X-60 Flowline: To be considered upto 250 kg/cm2.

B. Hydrotesting For Purging System:

Hydrostatic pressure testing of entire section of the welded pipeline/ piping shall be subjected to a pressure as directed by the user 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.

15.0 **CASED CROSSING:**

15.1 The work under crossing shall include necessary cross trenching, aligning the casing as per the track, clearing, excavating the track/road/approach etc., placing the Company's supplied Casing pipe (*any suitable size, as per crossing condition*), carrier pipe insertion and resorting the site to original condition.

15.2. THE CONTRACTOR shall notify the COMPANY#s representative/s in advance of the beginning of any work at any specific crossing. THE CONTRACTOR will also be responsible for advising the appropriate authority of the time when work will commence, if necessary.

15.3 The welding of the casing pipe will be done in accordance with the clauses of the specification covering welding, if required.

16.0 **VALVE INSTALLATIONS:**

Valves shall be installed at locations designated by THE COMPANY or as per design requirement. The valve shall be tested to specified test pressure of the flowline along with the flowline. The valve shall be properly inspected before fitting.

Installation of valves like Gate / Check / Ball / Plug / Globe / Control Valves etc. of different sizes on flowline 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.

17.0 Fabrication and Installation of pipe Trestle & Support:

The Pipe trestle should be fabricated as two legs with 1-4 cross bar(s) in between, as per the recommended design. The post of the trestle will be piled into the ground.

18.0 Cross Trenching:

Excavation of earth / trench cutting of suitable depth in places for identification of underground flowline/ pipeline / cables and other facilities and backfilling after identification.

19.0 HOOKUP:

Hook up of the flowlines (*Manifold to re-routing/diversion point*) and plant piping system with existing pipeline / piping system inside and outside the production installation boundary as applicable.

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 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.

20.0 PAINTING OF ABOVE GROUND PIPELINES:

a) 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) The work involves surface preparation and painting the outer surfaces as specified.

b) Material specification:

Primer for Synthetic Enamel Finishing Paint: Primer shall be of red-oxide zinc chromate conforming to IS-2074. I.S. Colour Code 446

Paint: Synthetic Enamel

For Gas Line: Caramel Yellow I.S. Colour No. as per S:5-1961 : 309

For Crude Oil line: Dark Admiralty grey I.S. Colour No. as per IS:5-1961:632

For Fire Water: Signal Red. I.S. Colour No. as per IS:5-1961:537

c) Surface preparation:

i) Any surface to be painted shall be dry and clean. It shall be free from rust, sharp points, butts, weld spatter, flux, 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) Solvent cleaning shall be adopted only in extreme cases.

iii) Surface treatment shall not be done under humid conditions.

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

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

d) Method of surface preparation:

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

e) Hand cleaning:

Procedure of hand cleaning consists of:

i. Hand Scaling

ii. Hand Scraping

iii. Hand wire brushing

i) 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.

f) Painting application:

Sequence of application: The sequence of painting application shall be as given below:

i. All exposed surfaces shall be given a coat of Zinc Chromate primer and a coat of paint.

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

iii. No outdoor painting shall be done during following weather conditions.

Rain/Fog/Any other adverse condition.

iv. To paints used shall be uniform and of even consistency.

g) 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.

21. <u>SCOPE OF SUPPLY</u>

21.1 Company's Scope of Supply:

i. CS Casing pipe of different sizes and quantities, as per the work requirement.

ii. 100mmNB (4.5"OD) scrapped/ recovered pipes for fabrication of pipe trestle.

21.2 Contractor's Scope of Supply:

i. The procurement 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 B.1 above as Company free-issue materials, shall be entirely the Contractor's responsibility.

A tentative Bill of Materials , supply of which is in the scope of the contractor along with Brief Item specification, is provided along with this tender/contract for understanding of the contractor. Bidders/Contractors to note that the BoM is only tentative and bidder/contractor has to supply any other material required for completion of the job without any extra cost.

ii. All materials supplied by the Contractor shall be strictly in accordance with the requirements of relevant specification and design as applicable. All equipment, materials, components etc. shall be in working condition. As a minimum, such materials to be supplied by the Contractor shall include, but not limited to, the following.

a. **All items as appearing in the Tentative Bill of Materials.**

b. All equipment and consumables for welding such as welding electrodes, oxygen, acetylene, inert gases, all types of electrodes, filler wire, brazing rods, flux etc. for welding / cutting and soldering purpose.

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

d. All construction equipment, tools & tackles, etc. required for execution of the work.

e. All paint items and painting work consumables.

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

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

22.0 RECOVERY OF FLOWLINE/PLANT PIPINGS

1. All the safety measures are to be taken and followed strictly as per Company's rules and as per OMR 2017. Contractor will have to provide safety appliances and protective gears to his personnel during work.
2. All the works inside or outside the production Installations need to plan properly, work to be carried out as per SOP and all necessary work permits (Hot, cold, excavation clearance etc) need to be obtained.
3. Contractor shall engage experienced and competent work personnel for supervising, checking, and monitoring the recovery activities.
4. Plant piping and flowline identification are under the scope of the Company. Recovery of idle and isolated piping segments and flowlines are under the scope of the Contractor. A Storage location will be provided by the Company, for storing the recovered pipe sections. After completion of the entire recovery activity the recovered pipes must be handed over to Company.

5. Security of the recovered materials will be Contractor's responsibility till the materials are handed over to the Company after completion of the recovery activities. Necessary amount will be recovered from contractor if materials are lost due to theft or any other reason during Contractor's custody.
6. No extra payment will be made for general grading of ROW and removal of small jungle/trees/bamboo. Also, no extra payment for trenching and backfilling will be given for recovery of underground buried lines.
7. The work under this contract will be carried out at different locations of the Company's production installation areas. Location-wise the quantity of recovery will very.
8. The contractor shall have Office at Duliajan for day-to-day communication with the Department during currency of the contract.
9. During any operation under this contract, the contractor shall take necessary action to assist to collect crude oil, condensate etc. in drums and transfer to places as directed whenever required. Area must be cleaned in thoroughly from oil / condensate spillage. Contractor will be held responsible for any damage due to pollution arising out of oil / condensate spillage due to contractor's fault.
10. Services like electricity, water for contractor's man, accommodation & transportation of man & tools etc. shall not be provided by the Company.
11. All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the contractor and the amount of the contract specified in the contract is inclusive of all the tax liabilities.

23. GENERAL PROCEDURE FOR RECOVERY OF PIPES:

The scope of work under this activity shall be applicable for recovery of the identified, depressurized, and isolated plant piping and flowlines.

I. As per laid down practices/guidelines and SOP(s) the assigned work to be carried.

II. Work permit (cold work) needs to be obtained.

III. Recovery of Pipes:

This activity shall be taken-up after proper identification, evacuation of crude oil (if any) and isolation of piping or flowline sections.

Recovery of pipes by means of mechanical method either by hacksaw cut or by unscrewing or de-bolting the pipe sections. In case of recovery by hacksaw cut the pipes shall be cut into pieces to facilitate the subsequent transportation by means.

NOTE: In no case the contractor shall use flames for cutting pipes into pieces.

The cut recovered pipe materials need to be transported and stored in Company's authorised temporary/ permanent locations. Wherever possible the pipe cut length should be maintained as 10m per piece.

B2: SCOPE OF WORK FOR "Water Spray System"

1. The scope of work under water spray system shall cover Construction, Erection, Fitting, Testing & Hookup with existing main fire water system. The GCS where this system will be constructed are a) GCS Kathalguri, b) GCS-4, c) GCS Ushapur, d) GCS Jorajan. The detailed water spray design and layout shall be finalised after approval of detailed engineering work.
2. The entire water spray system design must be customized, based on the existing compressors in the respective plants.
3. Overhead piping and hanging supports must be designed as per the layout of the GCS.
4. Scope covers Procurement of items i.e Line Pipes, Valves, Flanges, Elbows, Tees etc.
5. The work shall be carried out as per the Oil Mines Regulation and other relevant construction code of OISD.
6. Contractor needs to design and perform Qualification of welders, as per API 1104. All necessary arrangements and cost involvements are under the scope of the Contractor.
7. The contractor shall follow all the safety and statutory norms under the provision of this contract.
8. The contractor shall provide all the necessary resources for overall completion of the work.
9. Contract will have to work in brown field inside production installation. Therefore, necessary field visits, designing and finalization of detailed engineering drawing contractor shall make a consolidated execution plan, work sequence and schedule for smooth execution of the activities.
10. Contractor shall submit SOP(s) for all the works before start of work.

TERMS OF REFERENCE

1. Transportation of pipes of various sizes from vendor's storage to site:

   The contractor shall transportation pipes of various sizes to the locations including loading and unloading without causing any damage to the pipes. Measurement will be done in TonKM (TKM).

   The weights of the pipes to be considered are:

   For

   150 mm dia: 28.22 kg/m
   100 mm dia: 18.63 kg/m
   50 mm dia: 05.10 kg/m

25.4 mm dia: 02.43 kg/ m

The lengths of the pipes to be transported are as follows (approx):

150 mm dia: 128 M
100 mm dia: 468 M
50 mm dia: 950 M
25.4 mm dia: 1690 M

Note: The average distance to be moved is approximately 100 Km from Duliajan.

2. Manual Transportation/shifting of pipes within the work site:

   Contractor shall carryout the transportation of pipes (sizes 150, 100, 50 & 25.4 mm NB) and necessary fittings, valves etc. by engaging manual labour from dumps, stringing them along the route/alignment of the pipeline and swabbing inside, cleaning of pipes and making them ready for welding, including the valves and fittings.

   Additionally necessary arrangements for supports, sand bags or wood skids for placing and stinging the line pipes for ease of welding and other weld joint related works need to be ensured by the contractor.

   Line pipes need to be swab properly and inspected before stringing them. Any kind of mechanical damages in the pipes shall not be accepted and Contractor at their cost needs to be replaced the damage one.

   Proper weld joint preparation needs to be done prior to welding work. Any damage found in the bevel face needs to repair and prepare at contractor's cost.

   Contractor should ensure that the valves to be fitted are checked and should be in operable condition. Any default or leaky or damaged valves or other bought-out fittings or while handing the fittings, will have to be replaced at contractor's cost only, OIL shall not be responsible for compensating any additional cost arising out of it.

3. Welding of pipes for sizes 24.5, 50, 100 & 150mmNB(s):

   Welding of pipes including bends, flanges and tees using minimum three runs of welding. The welding shall generally conform to API Std. 1104. The electrodes shall be of suitable gauge and specification of E6010/E7010/E6013/E7016.Necessary alignment, end preparation, cleaning to be done prior to welding. Contractor to supply all machines/ equipment/manpower etc. and consumables like fuel, electrodes, grinding discs, etc. as required for the job.

Contractor must ensure and engage qualified welders and entire welding workforce and equipment. Ensuring quality work is completely under the scope of the Contractor.

Qualified supervisor needs to be deployed to oversee the welding works.

4. Installation Valves including Companion flanges, of sizes 24.5, 50, 100 & 150mmNB(s):

   Installation of flanged end valves including transportation of the same from Godown to the work site without causing any damage to the item (s). The job includes welding of two nos. of companion flanges by proper alignment avoiding any stress either on the valve or on the line and final bolting up of the valves in proper way with the companion flanges with proper gasket. The welding shall conform to API -1104. The electrodes shall be of suitable gauge and specification of E6010/ E7010/E6013/E7016. Necessary alignment, end preparation, cleaning to be done prior to welding. Contractor to supply all machines/ equipment/manpower etc. and consumables like fuel, electrodes, grinding discs, etc. as required for the job.

   All items before and after fitting shall go through function/ operation test, in case of any defects or inoperable condition, Contract shall replace the same at their own cost.

5. Installation of Deluge valves of sizes 100 &b 150 mmNB:

   Installation of flanged end Deluge valves including transportation of the same from Godown to the work site without causing any damage to the item (s). The job includes welding of two nos of companion flanges by proper alignment avoiding any stress either on the valve or on the line and final bolting up of the valves in proper way with the companion flanges with proper gasket. The welding shall conform to API -1104. The electrodes shall be of suitable gauge and specification of E6010/ E7010/E6013/E7016.

   Necessary alignment, end preparation, cleaning to be done prior to welding. Contractor to supply all machines/ equipment/ manpower etc. and consumables like fuel, electrodes, grinding discs, etc. as required for the job.

   All items before and after fitting shall go through function/ operation test, in case of any defects or inoperable condition, Contract shall replace the same at their own cost.

6. Installation of Sprinkler system:

    Fabrication of part of water spray line from 50 mm (2”) NB dia. pipes, which is to be perforated and fitted with 1/2” NB couplings for fixing of sprinklers. Screwing of sprinklers to the water spray line. Hooking up of the newly fabricated water spray line(s) to the 100 mm NB drenching water riser lines.

    Contractor shall engage skilled workforce to perform this work, all necessary arrangement for hanging or supporting the entire system in the compressor’s unit needs to carry out as per design. As work will be carried out in the existing compressors shed, therefore its Contractor’s responsibility to ensure safety of working personnel and resources.

7. Installation of QBD valve:

    The QBD should be checked and tested before fitting it. As per the design requirements, all QBD should be screwed fit to the water spray Line.

    If during testing it fails, then contractor shall replace the damaged one without any additional cost to OIL.

8. Hook up of 100 & 150 mm NB pipes with the Ring Main:

    Hooking up of the newly laid lines with the fire ring main. Necessary alignment, end preparation, cleaning to be done prior to welding. Contractor to supply all machines/ equipment/manpower etc. and consumables like fuel, electrodes, grinding discs, etc. as required for the job. The electrodes shall be of suitable gauge and specification of E6010/E7010 and should not be manufactured earlier than six months from the execution of the job.

    Contractor shall plan the hookup work after discussion with the concerned Installation managers only. All possibility must be explored to avoid complete shut-down of the main fire water ring system. The portion where the hookup will be done, only that portion shall be isolated, depressurised (if any) and water shall be drained-off completely, for proper welding work.

9. Hydraulic testing:

    Hydraulic testing of the entire newly laid pipe line at 15.0 kg/sq. cm. of pressure for a period of 06 hours (continuous). The testing of the pipe line will have to be done after complete completion of laying of the pipe line in all aspects. Necessary materials like pressure gauge, pump, recorder and recorder charts etc. will have to be arranged by the contractor. The contractor shall lay the filling lines (100 mm NB), as per requirement. The contractor shall engage sufficient number of competent personnel over the entire pipeline to keep total vigilance during the test. In case of failure, the contractor shall locate it and report it to the OIL's representative at site. Any failure so detected will have to rectified by the contractor and the whole pipeline will have to be retested hydraulically. Only source water and the pipes required for laying the filling lines will be supplied by OIL.

Proper venting and line flushing must be ensured before holding the required test pressure. All the piping system must be fastened or clamped at the supports or hangers before pressure test.

During testing the Contractor must ensure barricading of the entire testing section with warning tapes and sign boards.

Contractor shall deploy experienced supervisor for proper visual inspections of all the welded joints and flanged or screwed joints. In case of any damages or leakage observed immediately the defect should be reported and repaired at the Contractor's cost.

10. Painting:

Applying of one coat of anti-rust primer and two coats of enamel paint to pipe lines and associated pipe fittings to the satisfaction of OIL's representative. The shades of paints to be applied on pipe lines and associated pipe fittings shall be specified by OIL and will have to be supplied by the contractor along with the necessary tools and tackles. Prior to the application of paints, the same will have to be approved by OIL. Nominal Dimensions of Pipes and Pipe fittings: 25.4 MM NB to 150 MM NB.

In addition to this, please also refer the instruction given in the above section "SOW of Flowline Modification/ Re-routing & purging system" under "Terms of Reference" Sub-clause "20.0 Painting of aboveground pipeline".

11. Coating of pipeline to be laid underground (if any):

I. Primer Prior to Coating & Wrapping:

Welded pipe line and its fittings to be laid under-ground shall receive the following anti-corrosive treatment- (a) Manual cleaning and (b) application of two (2) coats of primer. Contractor to supply all requisite tools for the job & primer required for the job.

II. Coat and Wrap applications:

Welded pipeline and its fittings to be laid under-ground shall receive the following anti-corrosive treatment: Application of self-adhesive Wrapping Coating Material on the outer surface of the pipes to be carried out as advised by OIL's representative.

***

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

SUB: SAFETY MEASURES

Description of service: **Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points.**

Sir,

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

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

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

i) ______________________________

ii) ______________________________

iii) ______________________________

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1) It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects 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 of all HSE laws by the sub or sub-subcontractors.
2) Every person deployed by the contractor in a mine must use appropriate PPEs (Personal Protective Equipment) to be provided by the contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved or conforming to relevant IS/BIS standards. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.

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

   In absence of appropriate PPEs, the Departmental Engineer - in - Charge has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

3) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4) The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5) Keep an up-to-date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.
7) 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.

8) 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.

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

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

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

12) 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.

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

14) i) It may be noted that as per DGMS circular & Gazatte Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.

    ii) All other statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017 and other applicable laws.

15) 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.

16) 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.

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

18) 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 as per prevailing relevant Acts/Rules/Regulations.

19) 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.

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

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

(b) Specific Safety measures for the job: The bidder will have to strictly follow the following norms / guidelines.

1) Necessary cold and hot work permits including excavation clearance, as applicable are to be obtained from the competent person (Installation Manager) through the site engineer before start of the job(s)

2) While carrying out the welding and cutting work, the contractor should strictly enforce the guidelines as stated in OMR-2017 and OIL's SOP VOL-II (Safe Maintenance Procedure for Floating roof crude oil tanks)

3) The oxy acetylene cutting sets will have to be fitted with flash back arrestors in the regulator side as well as nozzle side.

4) Under no circumstances LPG should be used for gas cutting purpose.

5) The job of pipeline laying will have to be executed as per strict compliance of regulations enforced by State Pollution Control Board.

6) During transportation of line pipes by road, they should be tied up securely with rope/ chain on trailers, to prevent toppling over of pipes on bumpy roads alongwith necessary signage. The pipes should be unloaded carefully to prevent damage at the ends/ body of the pipes.

7) The trenching operation should be just ahead of welding operation. This will avoid deep trenches remaining open for many days, creating safety hazards. In any case all the open tranches dug are to be suitably barricaded and marked.

8) Before lowering the pipeline in the trench, it should be ensured that no person is present inside the trench. In case the sides cave in, the pipeline should be kept adequately supported before removing loose soil from underneath.

9) Utmost care is to be observed in deciding the number of the tripods with chain pulley blocks for handling any job. Also the capacity of the chain pulley blocks must be minimum 1.5 times the weight of the material it is going to lift / lower. Two-point anchoring may be used wherever required as additional safety measure.

10) Necessary sign board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign boards shall have to be arranged by the contractor. Barricading of area to be done with reflecting tapes as applicable during work.

11) First aid box is to be arranged by the contractor for each gang working at site and same has to be carried by contractor's personnel to the site while carrying out the job. The expiry date of the medicines and other items in the box to be checked on monthly basis.

12) The contractor shall clear all the rubbish and surplus materials from the site on completion of the work and shall have to leave the site clean and tidy.

13) The contractor have to ensure complete safety of the personnel engaged by him, and of all the equipment they will handle and must take full responsibility for their safety.

14) The contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use.

15) The contractor has to provide suitable facility such as Drinking Water, Lighting (approved FLP light in hazardous area).

16) The contractor personnel have to take every possible care to keep the environment clean and free from pollution.

17) The contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

18) The contractor shall have to report all sorts of near misses, incidents and accidents to Installation Manager / departmental representative of Field Engineering dept.

19) Tool Box Meeting to be regularly held.

20) Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the tool box meeting.

(Seal) Yours Faithfully

Date____________
M/s___________________________________

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT (IP)

Between

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

And

_______________________________________ hereinafter referred to as "The Bidder"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for "**Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points"**. 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** Date : Place :	……………………………………… **For the Bidder/Contractor** Witness 1: ………………………. Witness 2: ……………………….

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

DESCRIPTION OF WORK/SERVICE: Hiring of services for mitigation of 13 nos. of OISD’s External Safety Audit points

PRICE BIDDING FORMAT : e-TENDER NO.:	**CDO7537P25**
NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.)	Amount (Rs.)
			A	B	C = A * B
10	Mobilization Charges	LSM	1.00		-
20	Detailed Engineering Cost	LSM	1.00		-
Water Spray System					
30	Material Cost for water spray system	LSM	1.00		-
40	Installation and construction Cost for water spray system	LSM	1.00		-
Purging of flare header					
50	Material Cost for purging of flare header	LSM	1.00		-
60	Installation and construction Cost for purging of flare header	LSM	1.00		-
Realignment of flow lines					
70	Material Cost for realignment of flow lines	LSM	1.00		-
80	Installation and construction Cost for realignment of flow lines	LSM	1.00		-
	Sub- total of Installation, Construction and Material cost (Exclussive of GST) (Sum of Line Item 30 to 80)				-
90	Demobilization Charges	LSM	1.00		-
	Total LUMPSUM PRICE - exclusive of GST				-
GST Rate in (%)		**GST#**		**Total LUMPSUM PRICE (Rs.) (inclusive of GST)**	-

This cost is to be maintained under the "**Total Bid Value**" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for Detail

[#] Please select from Drop Down list.

1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST / UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

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

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

4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.

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

6. Bidders are required to quote unit rate against all the items as per Price Bid Format.

7. For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto Two (02) decimal places without rounding off for evaluation.

8. Refer to GCC & SCC for details of GST.

9. Please refer to the SOR for the tentative quantity requirements and specifications of various items and services needed to carry out the job.

PROFORMA-I

BID FORM

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

Sub: IFB No. CDO7537P25

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:

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.

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. CDO7537P25

I/We ____________________________ confirm that Mr. ________________ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO7537P25** for **Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points.**

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. CDO7537P25

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. **CDO7537P25** for **– Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points** 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.

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:

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 ______________

Notwithstanding anything contained herein:

e) Our liability under this Bank Guarantee shall is restricted up to Rs.______________

f) This guarantee shall be valid till …………

g) 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).

h) 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.

Contd…P/2

PROFORMA-VII

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 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.

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. CDO7537P25

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)

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. CDO7537P25

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.

PROFORMA-XI

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s .... (Name of the Bidder) for the last 03 (Three) completed accounting years upto.................................... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR	**NET WORTH** In INR

Place:
Date:

Seal:

Membership Number: Signature

Registration No.:

UDIN:

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

NOT APPLICABLE

PROFORMA-XIV

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 **Hiring of services for mitigation of 13 Nos. of OISD's External Safety Audit points.**

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

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

For and on behalf of ________________________________

Authorized signatory ________________________________

Name ____

Designation ____

Contact No. ____

PROFORMA-XV

FORMAT FOR HINDRANCE REGISTER

Description of Project:...

Contract No. & Date:..

Contractor's Name:...

Scheduled Completion Date:.............................

Sl No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Overlapping period, if any	Net Hindrance days	Remarks
Signature of Contractor's Representative			Signature of Engineer-in-charge			Signature of HoD		

PROFORMA-XVI

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. CDO7537P25

M/s ____________________________ having registered office at _________________________ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates 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: _____________________________________

PROFORMA-XVII

NOT Applicable for this Tender

PROFORMA-XVIII

NOT Applicable for this Tender

PROFORMA-XIX

COMMERCIAL CHECK LIST

Bidder's Name:________________________________

TENDER NO. CDO7537P25

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 of requisite amount and validity as per tender 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. 1.0 has been submitted	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
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	
20	Confirm whether you want to avail/claim Purchase Preference (PPP-MII)	

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 _________________________

PROFORMA-XX

TECHNICAL EVALUATION SHEET FOR BEC E-TENDER NO. CDO7537P25

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		**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	1.0	The bidder must be incorporated/constituted in India and must maintain **equal to or more than 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 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. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PPP-MII benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) The aforesaid undertaking of the bidder shall also 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. (c) Alongwith the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
2.0 TECHNICAL EVALUATION CRITERIA					
3	**2.1**	The bidder must have successfully executed/completed 'SIMILAR WORK' (s) over the last seven (7) years reckoned from the original			

		bid closing date in Central Govt. organization/State Govt. organization/Public Sector Undertaking/ Public Limited Company/Midstream/ Downstream Oil and Gas Company/ any E&P organization as under: One **‘SIMILAR’** completed **‘WORK’** costing not less than the amount equal to **Rs. 10,60,06,400.00** **OR** Two **‘SIMILAR’** completed **‘WORK’(s)** each costing not less than the amount equal to **Rs. 6,62,54,000.00.** **OR** Three **‘SIMILAR’** completed **‘WORK’(s)** each costing not less than the amount equal to **Rs. 5,30,03,200.00** Note: (E&P means any company engaged in exploration and production of crude oil & natural gas)			
4	**Note to BEC Clause 2.1**	1) ‘SIMILAR WORK’ mentioned in Clause No. 2.1 means Engineering, Procurement and Construction (EPC) experience for: (a) Fabrication, erection & commissioning of in-plant piping in any Oil & Gas processing plant as per ASME B 31.3. Or (b) Construction of Crude Oil/Petroleum Product/Gas transportation welded pipelines as per ASME B 31.4/31.8. <u>Note: Bidder must clearly mention in the “TECHNICAL EVALUATION SHEET FOR BEC” whether he is quoting as per Option (a) or Option (b).</u>			
		2) Bids from bidder having experience only in procurement and construction, as per Point 1(a) or 1(b), will also be accepted provided the			

		bidder proposes to associate with an engineering consultant to carry out the Engineering part of the scope of the work who have experience of carrying out Engineering consultancy for 2 similar jobs as per Point 1(a) or 1(b) above in Oil & Gas Sector in last 7 years. In such case bidder has to submit MoU with engineering consultant through which the engineering for this tender is intended to be carried out. Additionally, as proof of experience of the proposed engineering consultant, bidder shall have to submit the requisite documents as Point No. 3 below.			
		3) 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 or LoA or Workorder showing details of work and (b) Completion certificate(s) or Final Payment certificate(s) or any other document(s) issued by the client for the above contract, which substantiate the successful execution of work. Note: The submitted document(s) must contain the following: • Nature of job done • Contract No. / Workorder No. • Gross Value/quantity of Work Done. • Contract period and date of completion.			
		4) 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.			

		5) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e., mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/quantity/period, as stipulated under Clause Nos. 2.1 will only be treated as acceptable experience.			
		6) 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 and period 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 prescribed value in the BEC. Note: In case the document submitted as per Point No. 3 above, are not sufficient to establish the value and/or quantity and period of the similar work against Point No. 6 (i), (ii) and (iii) above the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value and/or quantity and period of SIMILAR work which should be certified by the end user or a certificate issued by a practicing Chartered/ Cost Accountant Firm mentioning UDIN (Unique Document Identification Number) and with Membership Number & Firm Registration Number.			

		7) In case of 'SIMILAR WORK' executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para '3' and/or '6' mentioned under "Notes to Clause 2.1', along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.			
		8) 'SIMILAR WORK' executed by a bidder for its own organization/subsidiary/joint venture cannot be considered as experience for the purpose of meeting BEC.			
		9) Bids submitted for part of the work will be rejected.			
		10) Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.			
		11) Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.			
		12) A bidder can submit only one bid against this tender. In case, any other bid is found to be received from the bidder or through any of its constituent members/ combination of its constituent members, or through any other arrangement by the bidder or its constituent members, then in such cases, all such bids shall be straightaway rejected.			

3.0 FINANCIAL EVALUATION CRITERIA					
5	**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. 2,94,46,500.00. [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 **Proforma-XI**.			

		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 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**	Bids are to be submitted under Single-Stage Two-Bid System i.e., Un-priced Techno-Commercial Bid and Priced Bid in their respective fields in e-tender portal. The Un-priced techno-commercial bid (or technical bid) is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per PRICE BID FORMAT uploaded in the "Notes & Attachments" Tab. Only the Price Bid should contain the quoted price. Bids shall be rejected outrightly if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.			
9	**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.			
10	**4.3**	Bid received with validity of offer less than **One Hundred twenty (120)** days from Bid Opening Date will be rejected.			
11	**4.4**	**Bid Security:** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the office of CGM- Contracts, OIL at Duliajan on or before **12.45 Hrs (IST)** on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount & validity of Bid Security should at least be as specified in the forwarding letter. Bid without proper & valid Bid Security will be rejected. Bidders may please refer to ITB Clause No. 9.0. Exemption from submission of bid security shall be governed by ITB Clause No. 10.0.			

12	**4.5**	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.			
13	**4.6**	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.			
14	**4.7**	Bids received through the e-procurement portal shall only be considered for evaluation. Bids received in any other form like physical document/ Telex/ Cable/ Fax/ E-mail, shall not be considered and will be rejected.			
15	**4.8**	Bids submitted after the Bid Closing Date and Time will be rejected.			
16	**4.9**	The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.			
17	**4.10**	Bid documents shall be typed or written in indelible ink and shall be digit signed by the bidder or his authorised representative, failing which the will be rejected.			
18	**4.11**	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.			
19	**4.12**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
20	**4.13**	Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise, the Bid will be summarily rejected.			
21	**4.14**	Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid 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) Mobilisation (xvi) Integrity Pact			
22	**4.15**	The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act			

		obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.			
23	**4.16**	Bidders should submit an Undertaking 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. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide Exhibit-I, Exhibit-II and Exhibit-III along with the technical bid.			
24	**4.17**	**FURNISHING FRAUDULENT INFORMATION/DOCUMENT** 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.**			

25	**4.18**	Bidders shall submit declaration as per **Appendix-1 to BEC** 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.			
26	**4.19**	Bidders shall submit declaration as per **Appendix-2 to BEC** 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			
27	**4.20**	Duly filled **Technical Evaluation Sheet (Proforma-XX)** and **Commercial Checklist (Proforma-XIX)** are required to be submitted alongwith the technical bid. a. To be submitted along with the technical bid. Non-submission of the same will render the bid liable for rejection.			
5.0 PRICE EVALUATION CRITERIA					
28	**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.			
29	**5.2**	The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" and summarized in **PRICE BID FORMAT.** Bidders are required to quote for all the items as per **PRICE BID FORMAT**, otherwise the offer of the bidder will be straightway rejected.			
30	**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.			
31	**5.4**	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.			
32	**5.5**	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.			
33	**5.7**	**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 LUMPSUM Price quoted inclusive of all liabilities and GST as per the PRICE BID FORMAT.** Price Bids shall be evaluated taking into account the rates quoted in the **PRICE BID FORMAT**.			
34	**5.8**	**Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.**			
35	**5.9**	In case of identical overall lowest offered rate by more than one (1) bidd the selection will be made by draw of lot between the parties offering the sa overall lowest price.			
36	**5.10**	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.			

37	**5.11**	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.			
38	**5.12**	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.			
39	**5.13**	For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto two (2) decimal places without rounding off for evaluation.			
6.0 GENERAL					
40	**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.			
41	**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 evaluated based on the submission. However, mere submission of such clarification shall			

		not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.			
42	**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.			
43	**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.			
44	**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.			
45	**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.			
46	**7.0**	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-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 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, shall be applicable in this tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.			

8.0 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD- PARTY INSPECTION AGENCIES:					
47	**8.1**	Oil India Limited (OIL) has engaged the following seventeen (17) Independent Inspection Agencies for a period of four (4) years with effect from 07.06.2024 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. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. Pradeep.mathur@rcaindia.net c. info@rcaindia.net
(ii)	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
(iii)	M/s Conformity India International Private Limited	a. mktg@ciindia.in
(iv)	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
(v)	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com

			(vi)	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com				
			(vii)	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org				
			(viii)	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com				
			(ix)	M/s Gulf LIoyd Industrial Services (I) Pvt. Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com				
			(x)	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com				
			(xi)	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com				
			(xii)	M/s Meenar Global	a. sales@mgellp.in				

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<tr><td></td><td>Consultants LLP</td><td></td></tr>
<tr><td>(xiii)</td><td>M/s Rites Limited</td><td>a. nrinspn@rites.com
b. info@rites.com
c. sbu.ninsp@rites.com</td></tr>
<tr><td>(xiv)</td><td>M/s Bureau Veritas (India) Private Limited</td><td>a. bvindia.corporate@bureauveritas.co</td></tr>
<tr><td>(xv)</td><td>M/s TUV SUD South Asia Private Limited</td><td>a. Hemant.chavan@tuvsud.com
b. Jayashree.rane@tuvsud.com</td></tr>
<tr><td>(xvi)</td><td>M/s Adornment Engineers India Private Limited</td><td>a. jks@adornmentengineers.com</td></tr>
<tr><td>(xvii)</td><td>M/s TCRC Inspections Pvt. Ltd.</td><td>a. admin@tereinspections.com
b. ashismallick@teregroup.com
c. tenders@teregroup.com</td></tr>
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</td><td></td><td></td><td></td></tr>
<tr><td>48</td><td>**8.2**</td><td>The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone 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 will</td><td></td><td></td><td></td></tr>
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		not be responsible for any payment dispute between Bidders and Third-Party Inspection Agencies.			
49	**8.3**	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 will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will 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.			
50	**8.4**	The methodology of inspection/ verification of documents followed by the agencies 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 Rejection & Bid Evaluation 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 will 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 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. • 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.			

		➢ **Financial Criteria** • To check the Line of Credit, if incorporated in the tender. **Notes:** (i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. Similarly, if any document like LOI/LOA/Contracts etc. issued by Oil India Limited are submitted towards BEC experience criteria, such documents need not be verified by TPI agency. (ii) Format for Inspection Certificate from TPI Agency as per format (**Proforma-XVI**) enclosed should be submitted along with the Bid.			
51	**9.0**	**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.			

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)

***