



**Contracts Department**  
Oil India Limited, P.O. Duliajan  
Dibrugarh, Assam - 786602  
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**DATE: 10.10.2024**

**Sub: Tender No. CDO7676P25 for Hiring of services for Operation of In-House Compressor packages in 9 (Nine) Nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (One) year.**

Dear Sirs,

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 Contractors through OIL’s e-tender portal for **Hiring of services for Operation of In-House Compressor packages in 9 (Nine) Nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (One) year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-tender portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-tender portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

<b>IFB No./ Tender No.</b>	<b>CDO7676P25</b>
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	<b>As mentioned in OIL’s e-tender portal</b>
c. Bid Opening Date & Time	<b>As mentioned in OIL’s e-tender portal</b>
d. Priced Bid Opening Date & Time.	<b>Will be notified to the acceptable bidders in due course of time.</b>
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s e-tender portal.
f. Bid Opening Place.	Office of HoD of Contracts Department Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
g. Bid Validity.	120 days from bid Closing date.
h. EMD/ Bid Security Value	i) EMD amount for Bidders quoting for <b>Group-A</b> only : <b>INR 18,30,000.00</b> ii) EMD amount for Bidders quoting for <b>Group-B</b> only : <b>INR 13,84,000.00</b> iii) EMD amount for Bidders quoting for <b>both Groups</b> : <b>INR 32,14,000.00</b>
i. EMD/ Bid Security validity	165 days from original bid Closing date.

j. Amount of Performance Security	5% of contract value
k. Performance Security Validity	90 days beyond the expiry of the contract
l. Mobilization period	45 (Forty Five) days from the date of issue of Mobilization notice against each installation
m. Duration of the Contract	The duration of the contract shall be for a period of two (2) years and forty-five (45) days from the date of issuance of the Mobilization Notice for the first installation and with a provision for extension of the Contract by another one (1) year. Accordingly, the scheduled contract end date shall remain firm even in the case of delayed mobilization for the first installation. If mobilization is completed before the scheduled mobilization completion date for the first installation, then the duration of the contract shall be considered as two (2) years from the date of completion of mobilization.
n. Quantum of Liquidated Damage for Default in Timely Mobilization	Refer clause No. 30.0 of General Conditions of Contract (SECTION-I of STC)
o. Pre-Bid Conference	Applicable
p. Integrity Pact	Applicable

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held against the tender. The date and time of the pre-bid conference is mentioned on OIL's e-tender portal. The pre-bid conference shall be held in FHQ, Duliajan, exact location of which shall be intimated nearer to the time. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. All pre-bid queries should be submitted to the dealing officer over email to [bhavik\\_mody@oilindia.in](mailto:bhavik_mody@oilindia.in) and [contracts-operations@oilindia.in](mailto:contracts-operations@oilindia.in) on or before the stipulated deadline for submission of queries as mentioned on OIL's e-tender portal. OIL may not be liable to entertain the pre-bid queries received after the stipulated deadline.

#### 4.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-TENDER PORTAL:**

4.1 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.

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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 Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

4.2 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.

4.2.1 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>.

4.2.2 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.

4.3 Parties, who do not have a User ID, can click on Guest login button in the E-portal to view and download the tender. The detailed guidelines are available in OIL’s E-Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374-2807178/7192/7171/4903.

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

5.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished 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-VIII**.

6.0 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

7.0 **IMPORTANT NOTES:**

7.1 Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "BID AGAINST TENDER NO. CDO7676P25" and addressed to CGM (CONTRACTS), Contracts department, Duliajan-786602, Assam:

a) EMD/Bid security

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

The above documents must be received at OIL's CGM (CONTRACTS) office at Duliajan on or before 11.00 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the CGM (Contracts) in presence of the authorized representatives of the Bidders.

8.0 Amendments to the NIT after its issue will be published on OIL'S E-TENDER portal and OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL'S E-TENDER Portal OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

9.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under "**Technical Attachment**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

10.0 Please refer "VENDOR USER MANUAL Rev2" document available on OIL's e-tender portal for help on system settings and procedure to upload technical and price bids.

11.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

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

Thanking you,

**Yours faithfully,  
OIL INDIA LIMITED**

**(Bhavik Mody)  
Sr. Manager (Contracts)-Operations  
For Chief General Manager (Contracts)  
For Resident Chief Executive**

**PART-I**  
**INSTRUCTIONS TO BIDDERS**

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the Bid document.
- 1.1 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:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-I)
  - c) Bid Evaluation Criteria, (Part-II)
  - d) General Conditions of Contract, (Part-III, Section-I)
  - e) Scope of Work (Part-III, Section-II)
  - f) Special Conditions of Contract, (Part-III, Section-III)
  - g) Schedule of Rates, (Part-III, Section-IV)
  - h) Price Bid Format, (Proforma-A)
  - i) Bid Form, (Proforma-I)
  - j) Statement of Compliance, (Proforma-II)
  - k) Authorisation for Attending Bid Opening (Proforma-III)
  - l) Proforma of Letter of Authority (Proforma-IV)
  - m) Bid Security Form, (Proforma-V)
  - n) Proforma for E-Remittance, (Proforma -VI)
  - o) Performance Security Form, (Proforma-VII)
  - p) Undertaking of authenticity of information/documents submitted (Proforma-VIII)
  - q) Undertaking for Bank Guarantee, (Proforma-IX)
  - r) Commercial Checklist, (Proforma-X)
  - s) Undertaking for unaudited financial statements as per Financial BEC, (Proforma-XI)
  - t) Declaration of Local Content by Bidder, (Proforma-XII)
  - u) Certificate from CA certifying the Financial Criteria, (Proforma-XIV)
  - v) Sample Agreement Form
  - w) Integrity Pact
  - x) Safety Measures, (Appendix-A)
  - y) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Exhibit-I, II, III, IV)
- 2.1 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.
- 2.2 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 by the bidder in whose name the Bid Document has been issued/registered.

3.2 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. 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 OIL'S E-TENDER portal 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 in OIL'S E-TENDER portal shall comprise of the following components:

**(A) Technical Bid**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 9.0.
- c) Bid Security (scanned) in accordance with Clause No. 10.0 hereunder. Original Bid Security should be sent as per Clause No. 10.2 below.
- d) Bid Form as per **PROFORMA-I**.
- e) Statement of Non-compliance as per **PROFORMA-II**.
- f) Integrity Pact as **PROFORMA-XIII**.
- g) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.

- h) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

Note: Please note that, no price should be mentioned in Technical Bid.

**(B) Price Bid**

Bidder shall quote their prices in the Price Bid Format (Proforma-A) available in OIL's e-tender portal in the "Notes & Attachments" Tab:

- a) Duly filled Price-Bid Format.
- b) Bid Form.

The Priced Bid shall contain the prices in INR and any other commercial information pertaining to the service offered.

- 6.0 **Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in 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 & Attachments" 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.
- 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.
- 8.0 **Currency of bid and payment:** Bidders must submit their bids in **Indian Rupees only**.
- 9.0 **Documents establishing bidder's eligibility and qualifications:** These are listed in BID EVALUATION CRITERIA (BEC) of the Bid document.
- 10.0 **BID SECURITY:**
- 10.1 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 10.9.
- 10.2 All the bids must be accompanied by Bid Security in Original for the amount and validity as mentioned in the "Introduction to Services".
  - (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. The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) 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:

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

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

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

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

- (c) 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.
- (d) 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.**
- (e) 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, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602 on or before 01:45 AM (IST) on the bid closing / opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
- (f) 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:

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

<b>H</b>	SWIFT Code	SBININBB479
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- (g) 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

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

uploaded with the Unpriced Techno-Commercial Bid documents.

- (h) If the bid security is deposited in the form of Fixed Deposit/Term Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Term deposit/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"

- (i) In addition to this, also a confirmation mail regarding issue of Fixed Deposit/Term Deposit along with the details as per table below must be arranged directly from bank's official email id to Oil India's following e-mail id ([FD\\_PS@OILINDIA.IN](mailto:FD_PS@OILINDIA.IN)):
- (j) Bid security can also be submitted in form of Electronic Bank Guarantee (e-BG) from any of the following banks:

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

**Beneficiary details for issue of e-BG:**

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

- 10.3 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.
- 10.4 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of the Tender.
- 10.7 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 Performance Security clause below is furnished.
- 10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.9 The Bid Security may be forfeited:
- i) If the bidder withdraws the bid within its original/extended validity.
  - ii) If the bidder modifies/revises their bid suo-moto.
  - iii) If the bidder does not accept the order/contract.
  - iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.

- v) 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.
- 10.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2 (two) years or as deemed fit as per the prevailing Banning Policy of the Company (OIL).
- 10.11 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.
- 11.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY:**
- 11.1 Central / State Govt. offices and Central / State Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. 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 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and its subsequent amendments.
- 11.3 The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE - Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:  
i. Udyam Registration Number (URN) with Udyam Registration Certificate (URC)
- 11.4 In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/ Woman Entrepreneurs should also be enclosed.
- 12.0 **PERIOD OF VALIDITY OF BIDS:**
- 12.1 Bids shall remain **valid for 120** days 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 as per the tender conditions.
- 12.2 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 for validity extension. A Bidder granting the request will neither be required nor permitted to modify their Bid.
- 13.0 **SIGNING & SUBMISSION OF BID:**
- 13.1 **Signing of Bid:**
- 13.1.1 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.

13.1.2 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.

13.1.3 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 in original shall be submitted by bidder as mentioned in Para 13.2 below.

13.1.4 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.

13.1.5 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 authorisation (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

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

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

### 13.2 **Submission of Bid:**

13.2.1 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 should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "Bid Against tender no. CDO7676P25 and Bid Closing/Opening date & Time" along with the bidder's name and should be submitted to CGM (CONTRACTS), Contracts department, Duliajan-786602, Assam:

- a) EMD/Bid security
- b) Any other document required to be submitted in original as per tender requirement.
- c) Printed catalogue and literature if called for in the bid document.

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

- 13.2.3 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 non-compliance to each clause as per **Proforma-II** of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.4 Timely delivery of the documents in physical form as stated in Para 13.2 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.
- 13.2.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 14.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 14.1 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.
- 14.2 No bid can be submitted after the submission deadline is reached. The system time displayed on the OIL's e-tender portal shall decide the submission deadline.
- 14.3 The documents in physical form, as instructed vide tender document, must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.
- 15.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. 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.
- 16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**
- 16.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the OIL'S E-TENDER portal. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 16.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 16.3 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 the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.
- 17.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable
- 18.0 **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.

19.0 **BID OPENING AND EVALUATION:**

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

20.0 **OPENING OF PRICED BIDS:**

20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

20.2 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.

- 20.3 Arithmetical errors will be rectified on the following basis:  
“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 21.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC)** of the Bid Document.
- 22.0 **DISCOUNTS / REBATES:**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 23.0 **CONVERSION TO SINGLE CURRENCY:** Not applicable.
- 24.0 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 25.0 **EXCHANGE RATE RISK:** Not applicable.
- 26.0 **REPATRIATION OF RUPEE COST:** Not Applicable
- 27.0 **CONTACTING THE COMPANY:**
- 27.1 Except as otherwise provided in Clause 19.0 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 19.3.
- 27.2 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.
- 28.0 **AWARD OF CONTRACT**
- 28.1 **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.
- 29.0 **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.

30.0 **NOTIFICATION OF AWARD:**

30.1 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.

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

30.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause below.

31.0 **PERFORMANCE SECURITY:**

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

(a) The Performance Security may 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-IX**) must be submitted along with original copy of PBG.

(b) 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:

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.

(ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

(c) Alternately 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.

(d) 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.**

(e) 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.

- (f) 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:

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

- (g) 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.
- (h) If the Performance security is deposited in the form of Fixed Deposit/Term Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Term deposit/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"

- (i) Performance security can also be submitted in form of Electronic Bank Guarantee (e-BG) from any of the following banks:

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

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

- (j) In addition to this, also a confirmation mail regarding issue of Fixed Deposit/Term Deposit along with the details as per table below must be arranged directly from bank's official email id to Oil India's following e-mail id ([FD\\_PS@OILINDIA.IN](mailto:FD_PS@OILINDIA.IN)):

**Beneficiary details for issue of e-BG:**

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

- 31.2 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.
- 31.3 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.
- 31.4 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 31.5 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 of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 32.0 **SIGNING OF CONTRACT:**
- 32.1 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.
- 32.2 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.
- 32.3 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.
- 33.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** As per Bid Evaluation Criteria.
- 34.0 **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.
- 35.0 **MOBILISATION ADVANCE PAYMENT:**
- 35.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation 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.
- 35.2 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 mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

- 35.3 In the event of any extension to the mobilisation 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.
- 35.4 **INTEGRITY PACT:** OIL shall be entering into an Integrity Pact with the Bidders as per format uploaded on OIL's e-tender portal. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-tender portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's e-tender portal will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 35.5 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:
1. Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC  
E-mail: [tmbhasin@gmail.com](mailto:tmbhasin@gmail.com)
  2. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA  
E-mail IDs: [rpawar61@hotmail.com](mailto:rpawar61@hotmail.com); [ramphal.pawar@ips.gov.in](mailto:ramphal.pawar@ips.gov.in)
  3. Shri Ajit Mohan Sharan, IAS (Retd.)  
Former Secretary, Ministry of Ayush, Govt. of India  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)

36.0 **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.

- 37.0 **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.
- 38.0 **GOODS AND SERVICES TAX:**
- 38.1 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.
- 38.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST / UTGST or IGST) is applicable.
- 38.3 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in the Price Bid Format.
- 38.4 Where the OIL is entitled to avail the input tax credit of GST:
- 38.5 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.
- 38.6 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 38.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:
- 38.8 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.
- 38.9 The bids will be evaluated based on total price including GST.
- 38.10 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.
- 38.11 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.
- 38.12 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

- 38.13 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.
- 38.14 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.
- 38.15 **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.
- 38.16 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 38.17 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.
- 39.0 **COMPLIANCE OF OFFICE MEMORANDUM F.NO. 6/18/2019-PPD DATED 23RD JULY, 2020:** Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide Exhibit-I, Exhibit-II, Exhibit-III, Exhibit-IV along with the technical bid.
- 39.1 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.
- 39.2 **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.

- 39.3 "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.
- 39.4 "Bidder from a county 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.
- 39.5 The beneficial owner for the purpose of 39.4 above will be as under:
- 39.5.1 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;
- 39.5.2 In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
- 39.5.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 39.5.4 Where no natural person is identified under (39.5.1) or (39.5.2) or (39.5.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 39.5.5 In case of 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.

- 39.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 39.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) 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.
- 39.8 The bidders are required to provide undertaking as per Exhibit-II, Exhibit-III & Exhibit-IV along with their bid complying with Clause No. 39.1 above for participation in this tender.
- 39.9 If the undertakings viz. Exhibit-I, Exhibit-II, Exhibit-III and Exhibit-IV 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.

40.0 **Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform**

- 40.1 Based on the initiatives of Govt. of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL and M/s A.TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS platform as a buyer.

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

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

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

**NOTE:**

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

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**PART-II : BID EVALUATION CRITERIA**

<b>Clause No.</b>	<b>Clause</b>	<b>Confirmation / Compliance</b>	<b>Reference in terms of Page no., Proforma etc. of bidder's offer</b>
	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.	Complied / Not Complied	
<b>1.0</b>	<b><u>TECHNICAL EVALUATION CRITERIA</u></b>		
<b>1.1</b>	Bidder has to meet the following criteria:  (i) 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.  (ii) 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.  (iii) The Bidder must be incorporated in India and must maintain minimum 20% local content for the offered services to be eligible to bid against this tender. With regard to calculation of local content and submission of documents during bidding & execution of purchase orders, provision of 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. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-	Complied / Not Complied	

	<p>20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, and subsequent amendments thereof, shall be applicable.</p> <p>(iv) 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:</p> <p>(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the <b>exact percentage (%)</b> of local content in their bid, without which the bid shall be summarily rejected being non-compliant.</p> <p>(b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid, stating <b>exact percentage (%)</b> of local content in their bid and such undertaking shall become a part of the contract, if awarded (format as per <b>Proforma-XII</b>).</p> <p><i><b>Note:</b> Bidder must not mention the LC % as more than XX% or between XX-YY%, the exact LC% must be Categorically specified)</i></p> <p>(c) 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 <b>exact percentage of local content</b> (format as per aforementioned notification).</p> <p><i><b>Note:</b> The LC% mentioned by the auditor/CA must not be mentioned as more than XX% or between XX-YY%, the exact LC% must be Categorically specified).</i></p> <p>(d) Bidder to submit a copy of their Certificate of Incorporation in India, except for Proprietary/Partnership firms who have to submit Registration certificate.</p> <p>(e) Bids without the categoric mention of percentage of LC and undertakings as per the clause (b) &amp; (c) and certificate as per (d) will be rejected.</p>		
<p><b>1.2</b></p>	<p>The bidder shall have experience in successfully executing/completing one ‘SIMILAR WORK’ (s) for a minimum duration of 01 (One) year under a single contract of minimum value as under in any Central Govt./ State Govt. / Public Sector Undertaking/ State Govt. Enterprise/ Public Limited Company in previous 07 (Seven) years reckoned from the original bid closing date :</p>	<p>Complied / Not Complied</p>	

	<p>(i) Bidders quoting for GROUP A only: <b>INR 2,28,75,000.00</b> (Rupees Two Crores Twenty-Eight Lakh Seventy-Five Thousand only), or</p> <p>(ii) Bidders quoting for GROUP B only: <b>INR 1,73,00,000.00</b> (Rupees One Crore Seventy-Three Lakh only), or</p> <p>(iii) Bidders quoting for both GROUP A &amp; B together: <b>INR 4,01,75,000.00</b> (Rupees Four Crore One Lakh Seventy-Five Thousand only)</p>		
	<p><b>Notes to BEC Clause 1.2 above:</b></p> <p>I. "SIMILAR WORK" mentioned in Clause No. 1.2 means: Operation in at least 01 (One) of the following station/ facility in any Oil &amp; Gas processing company:</p> <p>a) Natural Gas Gathering station</p> <p>b) Natural Gas Compression station</p> <p>c) Crude Oil Processing facility with oil and gas Pressure Separator including Air Compression services</p> <p>d) Air compression facility with minimum operating pressure of 50 Kg/cm<sup>2</sup> for E&amp;P services/ activities</p>	<p>Complied / Not Complied</p>	
<p><b>1.2.1</b></p>	<p>Proof of requisite Experience, viz. award and subsequent successful execution/completion of "WORK" (refer Clause no. 1.2 above), must be substantiated by submission of the following documents along with the bid:</p> <p>(A) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 1.2 above, AND</p> <p>(B) Job Completion Certificate showing:</p> <p>i) Gross value/quantity of job done</p> <p>ii) Nature of job done and Work order no./Contract no.</p> <p>iii) Contract period and date of completion</p> <p style="text-align: center;">OR</p>	<p>Complied / Not Complied</p>	

	<p>(B) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <ul style="list-style-type: none"> <li>i) Work order no./Contract no.</li> <li>ii) Gross value/quantity of job done</li> <li>iii) Period of Service</li> <li>iv) Nature of Service</li> </ul>		
<p><b>1.2.2</b></p>	<p>Following work experience shall also be taken into consideration:</p> <ul style="list-style-type: none"> <li>i) If the bidder has executed contract in which “SIMILAR WORK” defined above is also a component of the contract.</li> <li>ii) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date and the value/quantity/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.</li> <li>iii) If the bidder is executing “WORK” which is still running, and the contract value/quantity/period executed prior to original bid closing date is equal to or more than the minimum quantum prescribed in the BEC.</li> </ul> <p>In case the documents submitted as per Para 1.2.1 (A) &amp; (B) above are not sufficient to establish the value / quantity / period of the “SIMILAR WORK” experience submitted as per Para 1.2.2 (i), (ii) &amp; (iii) above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value, quantity and period of “SIMILAR WORK” experience 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) alongwith Membership Number &amp; Firm Registration Number.</p>	<p>Complied / Not Complied</p>	
<p><b>1.2.3</b></p>	<p>In case requisite experience as per clause 1.2 above 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.</p>	<p>Complied / Not Complied</p>	

<b>1.2.4</b>	SIMILAR work executed by a bidder for its own organization/subsidiary/ Joint venture cannot be considered as experience for the purpose of meeting BEC.	Complied / Not Complied	
<b>1.2.5</b>	SIMILAR work executed by a bidder through “sub-contracting” shall not be considered for evaluation.	Complied / Not Complied	
<b>1.2.6</b>	Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence of experience. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/period, as stipulated under Clause No. 1.2 will only be treated as acceptable experience.	Complied / Not Complied	
<b>1.2.7</b>	Bids submitted for part of the “SIMILAR WORK” will be rejected.	Complied / Not Complied	
<b>1.2.8</b>	Bid will be rejected if not accompanied with adequate documentary proof in support of “SIMILAR WORK” experience as mentioned in Para 1.2.1 above.	Complied / Not Complied	
<b>2.0</b>	<b>FINANCIAL CRITERIA</b>		
<b>2.1</b>	<p>Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least as under:</p> <p>i) Bidders bidding for GROUP A only: <b>INR 2,28,75,000.00</b> (Rupees Two Crores Twenty-Eight Lakh Seventy-Five Thousand only), or</p> <p>ii) Bidders bidding for GROUP B only: <b>INR 1,73,00,000.00</b> (Rupees One Crore Seventy-Three Lakh only), or</p> <p>iii) Bidders bidding for both GROUP A &amp; B together: <b>INR 4,01,75,000.00</b> (Rupees Four Crore One Lakh Seventy-Five Thousand only)</p> <p><i>[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 (i.e., bidding entity, as the case may be) during a financial year as per the Companies Act, 2013 Section 2 (91).]</i></p>	Complied / Not Complied	
<b>2.2</b>	<p>"Net Worth" of the Bidder should be positive for the preceding financial/ accounting year.</p> <p><i>[Net worth shall mean the aggregate value of the paid-up share capital and all reserves created</i></p>	Complied / Not Complied	

	<i>out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.]</i>		
<b>2.3</b>	Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.	Complied / Not Complied	
<b>2.4</b>	<p>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 must submit an affidavit/undertaking certifying that <b>“The balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far” as per format prescribed in Proforma-XI.</b></p> <p><b>Notes:</b></p> <p>(a) For proof of Annual Turnover &amp; Net worth any one of the following document must be submitted along with the bid :-</p> <p>i) A certificate issued by a practicing Chartered / Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover &amp; Net worth as per format prescribed in <b>Proforma-XIV.</b></p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is</p>	Complied / Not Complied	

	<p>appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.</p> <p>c) In case the bidder is a Government Department, they are exempted from submission of document mentioned under para (a) and (b) above.</p>		
<b>3.0</b>	<b>COMMERCIAL CRITERIA</b>		
<b>3.1</b>	Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The 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 the Price Bid Format uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two-bid system shall be rejected outright.	Complied / Not Complied	
<b>3.2</b>	Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.	Complied / Not Complied	
<b>3.3</b>	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 the scheduled bid closing date and time. A scanned copy of the bid security shall however be uploaded in OIL's e-tender portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.	Complied / Not Complied	
<b>3.4</b>	Bids received through the OIL's e-tender portal shall only be accepted. Bids received in any other form shall not be accepted.	Complied / Not Complied	
<b>3.5</b>	Bids should be valid for <b>120 days from the bid closing date</b> . Bids with shorter validity will be rejected as being non-responsive.	Complied / Not Complied	
<b>3.6</b>	The Bid documents are not transferable. Unsolicited bids will not be considered and will be straightway rejected.	Complied / Not Complied	
<b>3.7</b>	Bids submitted after the Bid Closing Date and Time shall be rejected.	Complied / Not Complied	

<b>3.8</b>	Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.	Complied / Not Complied	
<b>3.9</b>	Any Bid containing a false statement shall be rejected.	Complied / Not Complied	
<b>3.10</b>	Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.	Complied / Not Complied	
<b>3.11</b>	Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.	Complied / Not Complied	
<b>3.12</b>	Bidders shall submit declaration as per <b>Appendix-1</b> 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.	Complied / Not Complied	
<b>3.13</b>	Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright. Bidders shall submit declaration as per <b>Appendix-2</b> 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 debaring them from carrying on business dealings with OIL.	Complied / Not Complied	
<b>3.14</b>	<b>COMPLIANCE OF THE COMPETITION ACT, 2002:</b> 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.	Complied / Not Complied	
<b>3.15</b>	The Integrity Pact must be uploaded in OIL's e-tender portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.	Complied / Not Complied	
<b>3.16</b>	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:  (i) Firm price	Complied / Not Complied	

	<ul style="list-style-type: none"> <li>(ii) EMD / Bid Bond / Bid Security Declaration</li> <li>(iii) Scope of work</li> <li>(iv) Specifications</li> <li>(v) Price Schedule</li> <li>(vi) Delivery / Completion Schedule</li> <li>(vii) Period of validity of Bid</li> <li>(viii) Liquidated Damages clause</li> <li>(ix) Performance Bank Guarantee / Security deposit</li> <li>(x) Guarantee of material/work</li> <li>(xi) Arbitration / Resolution of Dispute Clause</li> <li>(xii) Force Majeure</li> <li>(xiii) Applicable Laws</li> <li>(xiv) Integrity Pact</li> <li>(xv) Tax liabilities</li> <li>(xvi) Mobilisation Clause</li> </ul>		
<b>3.17</b>	<p>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.</p> <p>In this regard, bidders must submit duly sealed &amp; signed undertaking as per format provided vide Exhibit-I, Exhibit-II, Exhibit-III &amp; Exhibit-IV along with the technical bid.</p>	Complied / Not Complied	
<b>3.18</b>	<p>Duly filled Bid Evaluation Sheet and Commercial Checklist (<b>Proforma-X</b>) are required to be submitted alongwith the technical bid. In case of non-submission of the duly filled up check list offer(s) may be liable for rejection.</p>	Complied / Not Complied	

3.19	The compliance statement (enclosed <b>Proforma-II</b> ) should be signed and uploaded along with the technical bid (un-priced). The compliance Statement (Proforma-II) clearly indicating “NIL Exception/Deviation” to Tender clauses should be uploaded along with the Technical bid. No exception/deviation will, however, be accepted in the clauses covered under BEC/BRC	Complied / Not Complied	
3.21	Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Instruction to Bidders failing which their offer shall be summarily rejected.	Complied / Not Complied	
4.0	<b>PRICE EVALUATION CRITERIA</b>		
4.1	Price bids of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive shall be considered for evaluation. 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.	Complied / Not Complied	
4.2	Bidder shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor’s personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor’s account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.	Complied / Not Complied	
4.3	For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.	Complied / Not Complied	
4.4	Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document, else the bid will be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as “0”.	Complied / Not Complied	
4.5	Conditional and unsolicited discounts will not be considered in the evaluation. However, if such a bidder happens to be the lowest recommended bidder, an unsolicited discount without any condition will be considered for computing the contract price	Complied / Not Complied	
4.6	Arithmetical errors, if any, in the price bids will be rectified on the following basis.  “If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the	Complied / Not Complied	

	amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”		
4.7	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.	Complied / Not Complied	
4.8	<p><b>Purchase Preference for Micro &amp; Small Enterprise:</b> Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder’s responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES and its amendments issued from time to time.</p> <p>The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against the tender has to submit the following documents for availing the benefit applicable to MSEs:</p> <p>i) Udyam Registration Number with Udyam Registration Certificate</p> <p><b>Note:</b> In case the bidding MSE is owned by Schedule Cast or Schedule Tribe entrepreneur or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman entrepreneur should also be enclosed.</p> <p>The margin of purchase preference shall be 15%.</p>	Complied / Not Complied	
4.9	<p><b>Purchase Preference Policy (Linked with Local Content) (PPP-MII):</b> 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 for this Tender. Bidders are advised to check the provisions of the said</p>	Complied / Not Complied	

	notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.		
<b>4.10</b>	<b>Concurrent Application of Purchase Preference:</b> The service is non-splitable i.e., single contract shall be awarded for the entire scope of work under this tender, subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. Bidders are advised to refer to the said Order for further detail.	Complied / Not Complied	
<b>4.11</b>	The inter-se-ranking of the techno-commercially qualified bidders will be determined on an overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price (inclusive of all taxes, duties and levies but excluding GST) quoted in the OIL's e-tender portal. Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder. The L1 shall be evaluated for both Group-A and Group-B separately and contract shall be awarded accordingly. If the same bidder emerges L1 for both the groups, a combined contract shall be awarded to the bidder for both the groups.	Complied / Not Complied	
<b>4.12</b>	The quantities shown against each item in the "Price Bid Format" are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.	Complied / Not Complied	
<b>4.13</b>	The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.	Complied / Not Complied	
<b>5.0</b>	<b>GENERAL</b>		
<b>5.1</b>	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the will be final and binding on the bidders. No deviation will, however, be accepted in the clauses covered under BEC/BRC.	Complied / Not Complied	
<b>5.2</b>	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such	Complied / Not Complied	

	clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected. However, mere submission of such clarification shall not make the offer responsive, unless the company is satisfied with the substantial responsiveness of the offer.		
<b>5.3</b>	If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.	Complied / Not Complied	
<b>5.4</b>	The 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.	Complied / Not Complied	
<b>5.5</b>	OIL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.	Complied / Not Complied	
<b>5.6</b>	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.	Complied / Not Complied	
<b>5.7</b>	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.	Complied / Not Complied	
<b>5.8</b>	The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.	Complied / Not Complied	

## **PART-III, SECTION-I**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

##### **1.1 Applicability**

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

##### **1.2 Definition & Interpretation**

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

##### **1.2.1 COMPANY/OIL/Operator:**

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

##### **1.2.2 CONTRACTOR:**

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

##### **1.2.3 Contract:**

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

##### **1.2.4 Site:**

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

##### **1.2.5 COMPANY's Site Representative/Engineer:**

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

##### **1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods:**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

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

behalf for operation of the contract.

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

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

**1.2.19 Day:**

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

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

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

**1.2.23 Bid/offer:**

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

**1.2.24 Guarantee:**

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

**1.2.25 Mobilization:**

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

**1.2.26 De-mobilization:**

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

notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

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

**2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of

acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

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

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program 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:
    - (a) Overall supervision, co-ordination and Project Management at site.
    - (b) Proper and optimum utilization of equipment and services.
    - (c) Monitoring of performance and progress
    - (d) 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.
    - (e) 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.

- (f) 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 authorization 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 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-F 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 from 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.

- 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 Performance Security shall be denominated in the currency of the contract.
- 10.5 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.
- 10.6 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 of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

*#Subject to credit in OIL's account within prescribed time*

*\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.*

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

- 11.0 **SIGNING OF CONTRACT:**

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 Bid Security or 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](http://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 COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income

- etc. within the prescribed time limit to the appropriate authority.
- 12.3.5 Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

**Note:** *CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

#### 12.4 **Goods and Services Tax:**

- 12.4.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s)

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

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

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

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

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

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

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

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

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

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

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

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

#### 12.5 **Anti-profiteering clause**

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

#### 13.0 **CUSTOMS DUTY, IF APPLICABLE:**

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

#### 14.0 **INSURANCE:**

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

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

- 14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5 **Certificate of Insurance:**
- Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a) Kinds and amounts of insurance as required herein
  - b) Details of coverage
  - c) Insurance corporation or companies carrying the aforesaid coverage
  - d) Effective and expiry dates of policies
  - e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f) Waiver of subrogation endorsement has been attached to all policies and
  - g) The territorial limits of all policies.
- 14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

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

- 14.9 **Principal Assured**  
The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".
- 14.10 **Waiver of subrogation:**  
All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:  
  
"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".
- 14.11 **Deductible:**  
The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.
- 14.12 **Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**  
Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:  
  
"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".  
  
The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.
- 14.13 **Loss Payee Clause:**  
The Insurance Policies should mention the following in Loss Payee Clause:  
"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".
- 14.14 **On account payment to OIL in case of claim**  
In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.
- 14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.
- 14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

## 15.0 **LIABILITY:**

- 15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

- 15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4 The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its

CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 **LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful 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 demobilized 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>).

(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.

(ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### 30.0 **TIMELY MOBILISATION 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 unauthorized 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 herein above. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 **LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there

under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
  - xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.
- 36.0 **STATUTORY REQUIREMENTS:** During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.
- 37.0 **GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**
- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
  - 37.2 It will be entirely the responsibility of the Contractor / his Supervisor / representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.
  - 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
  - 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
  - 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.
- 38.0 **POLLUTION AND CONTAMINATION:**
- The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

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

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

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

- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

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

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 **SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 **Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including

termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/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 INR 25.00 Lakh	Not applicable	Not applicable
Above INR 25.00 Lakh Upto INR 25 Crore	Sole Arbitrator	OIL
Above INR 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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 pendent-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](http://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 entirety 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 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:**

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://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:**

48.1 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.

48.2 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.

48.3 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.

- 48.4 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.

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**PART-III, SECTION-II**  
**SCOPE OF WORK (SOW)**

**1.0 Introduction**

Oil India Limited (OIL) is a Maharatna Company; a Public Sector Undertaking (PSU) under the Ministry of Petroleum & Natural Gas (MoP&NG), Govt of India engaged in the business of exploration, production and transportation of crude oil and natural gas and production of LPG. OIL has its operating fields in upper Assam in Dibrugarh, Tinsukia and Sibsagar districts of Assam and in the State of Arunachal Pradesh. Its field head quarter is at Duliajan in Dibrugarh district, Assam.

Brief about the scope of work may be provided.

**2.0 General description of Inhouse Gas Compressor Stations (GCSs) for flare reduction**

**GROUP A**

<b><u>Sl. No.</u></b>	<b><u>Location</u></b>	<b><u>Capacity (SCMD)</u></b>
<u>1</u>	<b><u>Inside Bhogpara OCS</u></b>	<b><u>20,000</u></b>
<u>2</u>	<b><u>Inside Bhekulajan EPS</u></b>	<b><u>20,000</u></b>
<u>3</u>	<b><u>Inside Balimara EPS</u></b>	<b><u>20,000</u></b>
<u>4</u>	<b><u>Inside Chabua HJC EPS</u></b>	<b><u>20,000</u></b>
<u>5</u>	<b><u>Inside Hatiali FGGS</u></b>	<b><u>40,000</u></b>

**GROUP B**

<b><u>Sl. No.</u></b>	<b><u>Location</u></b>	<b><u>Capacity (SCMD)</u></b>
<u>1</u>	<b><u>Near Baghjan OCS</u></b>	<b><u>40,000</u></b>
<u>2</u>	<b><u>Inside Hebeda OCS</u></b>	<b><u>40,000</u></b>
<u>3</u>	<b><u>Near Kumchai EPS</u></b>	<b><u>40,000</u></b>
<u>4</u>	<b><u>Inside Barekuri EPS</u></b>	<b><u>20,000</u></b>

The exact locations of GCSs are shown in the map below:



01 (One) no. Gas engine driven LP Gas Compressor along with associated utilities are installed in each station. The LP gas Compressors units are to be operated continuously round the clock to compress Gas from 1.0 – 2.0 kg/cm<sup>2</sup> to 15-25 kg/cm<sup>2</sup>. Various utilities / facilities installed in each station are detailed as below:

## **2.1 Salient features/facility/equipment of the installation(s) -**

The GCS(s) is constructed with the following OIL's provided facilities in general covering overall requirement for the processes and the utilities.

- Gas Engine driven Compressor system consisting of 1(one) no. of LP Gas Compressor
- Gas Separators / Vessels / Scrubbers
- Fuel Gas System for Compressor Engine, Genset and utilities
- Instrument and Utility Air System
- Power Generation system
- Storm water drainage package
- Closed Blowdown system
- Electrical Panels (3 phase 3 wire type and 3 phase 4 wire type)
- Emergency Diesel Generator
- Control Room
- Fire water system
- Field Instruments
- Electrical controls and power distribution system.
- Earthing system and lightning protection system.
- Area illumination and/or shed illumination system (Flameproof and Non-flameproof type)
- Online Gas detection systems
- Office Crew Huts
- Security Room
- CCTV system installed at non hazardous area

## **2.2 Details of Systems /equipment / facilities installed in the GCS(s)**

2.2.1 Technical details / specifications of the major equipment installed in the GCS(s) are given below. The list is purely tentative and are provided for general understanding of the CONTRACTORS about various equipment / facilities available in the station.

Additional items / facilities and /or changes of any specifications shall be provided during the Pre-Bid meeting or subsequent time before commencement of CONTRACT(s).

**A. For capacity 20,000/40,000 SCMD:**

Sr No.	Process /Facilities	Description of Item / equipment	Quantity	Make / Model	Capacity / Rating
1	Gas Compressor System	L P Compressor Type 20,000 SCMD	1	Engine – Cummins GTA 855	180 Kw @1500 RPM
				Compressor- GEO-AII Kwanshin/ Ariel JGQ/2	Design Flow 20000 SCMD Operating Pressure kg/cm <sup>2</sup> g Min/Nor/max : Suction 1/1.5/2.5 Discharge 12/20/25
				Cooler  Air Fin Limited (Engine driven) Patel Air Temp (Electric Motor driven)	As designed
				Control Panel Altronic DE-4000	Electronic Control Panel with associated Field instruments with UPS
1		L P Compressor 40,000 SCMD	1	Engine – Cummins KTA198GC	253 KW @ 1500 RPM
				Compressor- GEO-AII Kwanshin/ Ariel JGJ/2	Design Flow : 40,000 SCMD, Operating Pressure kg/cm <sup>2</sup> Min/Nor/max : Suction 1/1.5/2.5 Discharge 12/20/25
				Aerial Cooler Air Fin Limited (Engine driven) Patel Air Temp (Electric Motor driven)	As designed
				Control Panel Altronic DE-4000	Electronic Control Panel with associated Field instruments with UPS

Sr No.	Process /Facilities	Description of Item / equipment	Quantity	Make / Model	Capacity / Rating
2	Inlet Gas Scrubber/ KOV	Vertical Separator	1	Vertical Separator	Capacity – 80,000 SCMD With SRV, Liquid Level Controller and other accessories
3	Instrument and Utility Air System	Utility Air receiver	1	Utility Air receiver -	Capacity - 2 m <sup>3</sup>
		Motor driven Air compressor	1	Atlas Copco G11FF	Capacity - 40 SCFM, KW Rating - 11 KW
		Refrigeration Type Dryer	1	Atlas Copco G11FF	Capacity - 100 SCFM
4	Pneumatic Pump		1		Diahragm type pneumatic pump 7 lpm

#### B. **ELECTRICAL SYSTEM**

1	<p><b>Technical Details of Gas Gen Set Package (2 Nos) except for Hebeda and Bhogpara, Make: Generac</b>  ISO Power (KW) 80 kVA or 63 kVA @ 1500 RPM  415 Volts 3 phase, 0.8 pf (lag), 50Hertz, prime duty as per <b>Latest Version of IS/ISO 8528</b> with 10% overload capacity.</p>
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2	<b>Technical Details of LV SWITCHGEAR PANELS (Total 2 panel/installation)</b>			
Sr. No	Description	Make	Rating	
2.1	415V PMCC, 3 wire		415 V, 800 A (maximum), 50HZ, 50 kA for 1 sec, 3 Wire, single front non-draw-out type Switchgear	
2.2	415V PMCC, 4 wire		415 V, 800 A (maximum), 50HZ, 50 kA for 1 sec, 4 Wire, single front non-draw-out type Switchgear	
3	Other Electrical Systems:			
3.1	UPS System including batteries		Input 415V or 230V, Rating Maximum 10 kVA	
3.2	Earthing System, including lightning protection system		Approximate no. of earth pits 30 Nos. including, system neutral earthing pits, equipment body earthing pits, lightning discharge earthing pits, and instrumentation earthing pits and network of GI strips, down conductors and earthing conductors.	

3.3	Lighting / Illumination system		<ul style="list-style-type: none"> <li>Area lighting (flameproof fittings) on poles.</li> <li>Area lighting (non-flameproof fittings) on poles.</li> <li>Flameproof Well glass fittings / flood lights fitted inside shed/rooms.</li> <li>Flameproof light fittings.</li> <li>LED batten and other types of LED lights.</li> </ul>
3.4	Electrical Motors		<ul style="list-style-type: none"> <li>Non-FLP type Induction Motors (Air compressor etc.) Max. HP rating – 15 HP, Qty. – 4 Nos.</li> <li>Flameproof type Induction Motors (Auxiliary motors of gas cooler, engine radiator fan motor), Max. HP rating – 7.5 KW each for 40,000 SCMD Compressor Package and 5.5 KW each for 20,000 SCMD Compressor Package, Qty – 4 Nos.</li> </ul>
3.5	Isolation Transformer		<ul style="list-style-type: none"> <li>60 kVA, 415V/415V, 3 phase, Dry type</li> </ul>
3.6	Lighting Transformer		<ul style="list-style-type: none"> <li>25 kVA, 415V/240V, 3 phase, Dry type.</li> </ul>
3.7	NGR and NGR monitoring system		<ul style="list-style-type: none"> <li>NGR with 750 mA let through current.</li> <li>NGR Monitoring system.</li> </ul>

### C) Instrumentation and Control System

SR.NO	INSTRUMENT DESC	MODEL	QTY	MAKE
1	Control System for Gas Compressor: Skid Mounted Control Panel with associated Instruments		1 system	

### D) Online Gas Monitoring System

SR.NO	INSTRUMENT DESC	MODEL	QTY	MAKE
1	Online Gas Detection system with 6 Nos of IR Gas Detectors		1 system	

### E) CC TV System

SR.NO	Item Description	Model	QTY	Make
1	IP FLP PTZ Camera (for Process Area)FLP + WP , PTZ		1	
2	FLP Junction Boxcable gland, MCB, etc.	Sudhir Switch / Equip.	1	Honeywell
3	Industrial Network Switch 4 Port, Managed, -20~70Degree Celc. With fiber module	ATOP / Equip.	6	Honeywell

4	Network Switch control room side with fiber module	Cisco / Equip.	1	Honeywell
5	LIU box with fiber patch cord	Local	7	Honeywell
6	Mounting Rack with stand accessaies	Local	1	Honeywell
7	Monitor 21", to mount inside mounting rack to configure Network Video Recorder	STD. Make	1	Honeywell
8	Work station with 21" Monitor	STD. Make	1	Honeywell

**F) Firefighting system at each GCS**

<b>Item</b>	<b>Qty. / Facility</b>
Trailer Fire Pump (2250 LPM @ 8.8 bar)	1
Fire Water Monitor(s) (1750 LPM Capacity)	2
Fire Water Tank (37 KL Capacity)	2
Double Headed Fire Hydrant(s)	2
Hose Box(es)	2
Fire Fighting Delivery Hose(s) (15 meters)	4
Multi-Purpose Nozzle(s)	2
9 Kg DCP Type Fire Extinguisher(s)	6
25 Kg DCP Type Fire Extinguisher(s)	1
4.5 Kg CO2 Type Fire Extinguisher(s)	2
Water Spray System in compressor shed	1

**3.0 SCOPE OF WORK**

The scope of work under this CONTRACT(s) has been classified into two parts:

- Round The Clock Operation of the GCS
- Daily/ Routine Maintenance

The Scope of Work (SoW) for CONTRACTOR shall cover, but not limited to points given below:

### **3.1 Duties of the CONTRACTOR**

The CONTRACTOR shall take all appropriate steps to operate the GCS(s) round the clock including carrying out routine maintenance of the equipment. The Contractor must operate the Installation with the Natural Gas received at the battery limit of the Installation. The packages should be operated at the desired level.

The CONTRACTOR must ensure the plant/installation performance at desired level (as per the design rating & OEM recommendations).

### **3.2 Day to day Operation and routine Maintenance jobs**

1. Manning and operation of Installation 24X7 and Generate Reports.
2. Operation of the panels as per requirement.
3. Operation of the Gas Compressor(s) and Engine(s).
4. Operation of the Fire Fighting system including pumps –Routine and as per requirement.
5. Operation of compressed air systems as per procedure.
6. Housekeeping of the Installations.
7. Up-keepment of all field instruments, PLC control system and its auxiliaries, CCTV systems, Gas Detection systems, etc.
8. Calibration and checking of all field instruments such as Pressure Transmitters, Temperature Transmitters, etc. and ensuring their functionality.
9. Checking of wiring with respect to measurement of different signals such as Analog (Voltage/current/Resistance etc.) and Digital from field instruments at Junction Boxes during troubleshooting or when need arises.
10. Checking, cleaning of sensors/ calibration of Gas detectors during operational emergency.
11. Supply and Replacement of small instrumentation spares such as glass fuse, barriers, terminal block (TB), indicating Lamp and system history backup as and when required.
12. Supply and Replacement of consumables like grease, fan belts, gaskets, distilled water for batteries etc.
13. Minimum tools and tackles as detailed in the document for smooth operation of the installations are to be arranged by the Contractor.
14. Upkeepment of all safety systems like diesel in engine fuel tanks etc. Diesel will be supplied by OIL as per requirement.
15. Regular (day-to-day) check-up and top-up of fuel, lube oil, coolant and battery condition etc. of the equipment. Consumables will be provided by OIL.
16. Operation of the fire fighting system.

17. Any other minor maintenance required due to sudden leakage, malfunctioning of the either of the instruments/systems etc. should be carried out by the Contractor on priority basis whereas necessary consumables will be provided by OIL.
18. Initiate firefighting operation as per the "Fire Contingency Plan" and continue till the operation is taken over by the OIL personnel and subsequently follow the instruction/ order.
19. Necessary Work Permit/s, as applicable to be obtained as per statutory norms from concerned IMs.
20. Any other operational and routine maintenance jobs as advised by OIL.

**3.2.1 Mechanical: Details of daily and / or periodic activities or jobs to be carried out by the CONTRACTOR.**

- 1) Operation and routine maintenance activities involved in the CONTRACT(s) are broadly categorized as below. Activity not specifically mentioned here but required for proper operation of the station will also be part of the CONTRACTOR's scope.
  - a) Deployment of operating personnel in shifts with suitable relieving crew as per applicable labour and other applicable laws.
  - b) Operate the equipment and machinery, viz. compressor packages, Air Compression system, firefighting system, safety systems, control system and all other equipment/items/facilities installed in the GCS as per operational requirement and / or advised by OIL. All the installed units are to be maintained in working condition at all the times except during major maintenance activity.
  - c) Major maintenance activity which is beyond the Contractor's scope shall be carried out by OIL on intimation from the Contractor.
  - d) Monitor efficiency of the plant, study and analysis and reporting to IM or his representative on regular basis.
  - e) Prepare necessary reports and data logs such as equipment availability, outages, as applicable and diagnose variations in important critical parameters and take corrective measures / actions thus highlighting their effects on plant and equipment.
  - f) Take periodical readings of parameters of operating systems and maintain log sheets, to carry out analysis of performance of various equipment and to suggest improvements for operation of the units at optimum efficiency.
  - g) The scope of work also includes monitoring/ recording of process parameters of the equipment, cleaning/ replacement of strainers & filters, checking of control valves & calibration of PSV, pressure/temperature switches, replacement of lighting lamps and its control gear, servicing and greasing of all valves, checking and day to day maintenance of electrical, mechanical and instrumentation systems such as local control panels, control room facility, battery bank, checking

and cleaning of electrical and instrument junction boxes, general house-keeping etc.

- h) Impart training on HSE and Safe Operating Procedure of fire extinguishers, trailer fire pump, fire monitor, hydrant, fire hose drill to the personnel to be engaged and briefing the entire crew regarding hazards associated with gas compressor plant and evacuation and emergency procedure as and when provided by OIL. To participate in Periodic Mock drill as and when conducted by OIL.
  - h) Evaluation of jobs from time to time, co-ordination of the activities of the personnel and controlling to ensure the desired results, completion target, quality of jobs and total compliance to Health, Safety and Environment commitment of the client.
  - i) Maintaining the records of maintenance and repair jobs, schedules, machine related data, work position, spares planning and consumption records of spares, stores records and preparation of reports, whichever applicable.
- 2) All the above activities shall be only a part of the total jobs under the Contract and are not exhaustive. The CONTRACTOR cannot and shall not decline to do any other activities required for trouble free, smooth uninterrupted 24-hour operation of the GCS(s) as per safe & sound industry practice.
  - 3) The scheduled / emergency breakdown maintenance services are specific in nature and will be carried out by OIL. However, Contractor shall provide necessary assistance, if required.
  - 4) All scheduled preventive maintenance tasks must be carefully planned and intimated to OIL's concerned officials to minimize operational shutdowns or interruptions. Upon completion of preventive maintenance works, the CONTRACTOR must ensure proper documentation, such as Equipment History Records, Testing Reports, or any other relevant records.
  - 5) The CONTRACTOR must carry out all the activities in clean, safe and environmentally friendly ways and must avoid all sorts of pollution & contamination of the surrounding areas & environment.
  - 6) Change of lube oil of the prime movers, gas engines, gas compressors, air compressors is at CONTRACTOR's scope. Lube oil will be provided by OIL. The used lube oil will be collected by OIL.
  - 7) In case of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this CONTRACT(s), the CONTRACTOR needs to immediately report to OIL.
  - 8) In case the CONTRACTOR's claims any fault as above to happen at a time just prior to OIL's inspection of the plant on that day, OIL shall investigate the performance history of the unit and all related reports / records / documents as already furnished till that day by the CONTRACTOR. No new reports etc. shall be acceptable to OIL on that day. CONTRACTOR's claim as above shall be judged as per findings based on already submitted reports etc. by CONTRACTOR.

- 9) The CONTRACTOR must be able to identify any problem, wear & tear in parts / components etc. of a unit / equipment etc. which if not replaced immediately is likely to cause trouble in the functioning. The CONTRACTOR must eventually be able to avoid breakdown or malfunctioning of any equipment, facilities, and units of plant.

**3.2.2 Electrical: Details of daily and / or periodic activities or jobs to be carried out by the CONTRACTOR.**

- 1) Scope of the electrical operation under this CONTRACT(s) covers all the works pertaining to the electrical domain in the compressor station/installation including of all the installed electrical equipment/machineries complying all the applicable statutes, rules, regulations, and standards.

Operation, inspection, and preservation of electrical equipment in the plant are to be carried out fulfilling requirements of the following OISD Standards. Anything which is not covered by the OISD standards or IS standards will be addressed in due course of time jointly by OIL and the CONTRACTOR following the best industry practices and available international standards. Indicative list of OISD Standards:

OISD-RP-110: Recommended Practices on Static Electricity  
OISD-STD-113: Classification of Area for Electrical Installations at Hydrocarbon Processing & Handling Facilities  
OISD-STD-137: Inspection of Electrical Equipment  
OISD-RP-146: Preservation of idle electrical equipment  
OISD-RP-147: Inspection & safe practices during electrical installations  
OISD-RP-148: Inspection & safe practices during overhauling electrical equipment  
OISD-RP-149: Design aspects for safety in electrical systems  
OISD-STD-173: Fire Prevention and Protection System for Electrical Installations  
OISD-STD-234: Electrical Safety in Onshore Production Installations in E&P Sector  
OISD-GDN-180: Lightning Protection

Note: The list is not exhaustive. Only the latest version of the standard shall be considered.

- 2) **Tools** : The CONTRACTOR shall have to be equipped with all required tools & tackles and other equipment for safe and efficient operation of the plant. Tools and tackles must not be sub-standard or makeshift and meet the IS standards, wherever applicable.
- 3) The following electrical safety items and instruments shall always be available in the each station/installation in a healthy condition. All the materials shall be conforming to respective IS Standards. Testing/Calibration of the items shall be done as per schedule/statutory /regulatory requirements:
1. First Aid Box complete with medicine etc. , Qty – 1 No.
  2. Electrical rubber hand gloves, rated for 1100V : Qty – 5 Pairs
  4. Electrical Discharge Stick: Qty – 1 No.

5. LOTO Kit : Qty – 2 Nos.
6. Resuscitator (Ambu Bag): 1 No.
7. Arc Flash Suit: 1 Nos complete set.
8. Flash Protective face shield: 2 Nos.
9. Insulation Tester – 1 No.
10. Digital Multi-meter – 1 No.
11. Digital Clamp Meter – 1 No.

The following electrical safety items and instruments shall always be available in the common pool (for use across the station/installations) in a healthy condition.

12. Earth Tester – 3 Nos.
  13. LUX Meter – 2 Nos.
  14. Decibel Meter – 2 No.
  15. Techometer – 2 No.
- 
- 4) All routine maintenance / servicing jobs and schedule / preventive maintenance jobs shall have to be properly documented / recorded and reported to OIL on real time basis.
  - 5) Should the CONTRACTOR fail to start any job as above in professional manner and with full man-power strength as per man-power clause due to any reason falling under the scope of the CONTRACTOR, the CONTRACTOR shall be fully responsible and accountable.
  - 6) In case of breakdown or malfunctioning or under-performing of any equipment, the CONTRACTOR needs to immediately report the same to OIL. Personnel deployed will be responsible to safe deviation in case of break-down.
  - 7) CONTRACTOR shall carry out Daily Plant General Inspection of the entire plant and such inspection reports need to be generated and to be submitted to Company's representative daily. CONTRACTOR shall do visual inspections of all equipment; facilities etc. wherever possible and identify level of deposition, attrition/depletion, and deterioration in materials and also identify problems of any equipment/facilities. The CONTRACTOR shall also identify likelihood of any related unsafe working environment due to the above and promptly inform OIL.
  - 8) The CONTRACTOR shall also be responsible for failure to identify or to report any abnormality not leading to subsequent unplanned circumstances / events. The cause(s) of such circumstances / events shall be investigated by OIL's technical team and finding thereof shall be final.
  - 9) In case of breakdown of equipment and after its immediate reporting to OIL, if the CONTRACTOR reports that the equipment is beyond economic repair / does not have

any constituent serviceable spares to be changed &/or any scope of repairing / servicing etc. and OIL needs to replace the item as a whole, the CONTRACTOR will hand-over the equipment to OIL and further action shall be implemented as mutually agreed by OIL and the CONTRACTOR.

OIL will investigate the CONTRACTOR's claims and if these claims are found to be correct, OIL will purchase the replacement item(s) as a whole.

### **3.3 Supply of drinking-water**

Potable water for the operational crew to be provided by the CONTRACTOR.

### **3.4 Instrumentation**

**3.4.1 Operation Service:** Operation of the GCS shall include operation for all instrumentation and control systems of the GCSs including tools/tackles as required for regular operation for the following systems during the entire period of the CONTRACT(s) and its extension if any.

- (i) Gas Compressor Control Panel and Instrumentation System
- (ii) Online Gas Detection system
- (iii) Field Instruments
- (iv) Air Compressor with Dryer Package with all related accessories and instrumentation

The broad scope of work shall include but not limited to routine maintenance, configuration, calibration/checking, decommissioning/re-commissioning if required for maintenance purpose etc. as required during the tenure of the CONTRACT(s) to keep the system functional.

#### **3.4.2 Day to day operation and routine maintenance job**

(i) The CONTRACTOR must prepare and submit routine and daily Instrumentation Check report formats for OIL's approval within 30 days from the commencement of operation. The CONTRACTOR has to follow the approved schedules for operation of the instrumentation system and field instruments and a copy of all reports must be submitted to IM or his representative for record-keeping.

(ii) The CONTRACTOR service personnel shall maintain a Service Logbook at the site indicating the activities carried out by OIL during preventive & breakdown maintenance and also submit service reports based on the maintenance / repairs carried out, modules / parts repaired / replaced along with fault analysis. The CONTRACTOR shall submit such report to IM or his representative as and when applicable.

(iii) The CONTRACTOR shall identify all critical spares and intimate OIL for keeping a readily available stock.

(iv) The CONTRACTOR shall find a copy of the following documents with respective Installation Manager or his representative.

- (a) Datasheets of the all the instrumentation systems

- (b) P&ID of Instrumentation systems
  - (c) Operation & Maintenance Manuals
- v) It shall be responsibility of the CONTRACTOR to make all instruments and control system of the plant work satisfactory throughout the CONTRACT(s) period and also handover the systems to OIL in working condition at the expiry of the CONTRACT(s).
- vi) The CONTRACTOR shall operate the equipment as per manufactures' guidelines.
- vii) The CONTRACTOR must also prepare Calibration Report formats and a schedule for calibration of all instruments such as gauges, transmitters, flow meters, Gas Detectors, etc. based on OEM recommendations and the same must be submitted for OIL's approval within 30 days from the date of commencement of operation. The CONTRACTOR has to strictly adhere to these Calibration Schedules and Formats and a copy of all reports must be submitted to IM or his representative for record-keeping.
- viii) The CONTRACTOR must have minimum tools and tackles, test equipment Multimeter, Portable Pressure Calibrator, Temperature Bath, mA & mV source, for calibration and routine maintenance of all instruments and the same are to be kept available centrally. However any tools and tackles, not mentioned above, required during operation and routine maintenance jobs shall be provided by the CONTRACTOR.
- ix) In case of failure of the CONTRACTOR to do any of the instrumentation jobs as above and fill up any of the formats as per schedule, penalty on the CONTRACTOR will be imposed as per Penalty Clauses of the CONTRACT(s).

### **3.5 Provisioning of Spares and replacements:**

1. All constituent serviceable/replaceable parts and components of the equipment, facilities, units of the plant are the spares required for their maintenances (day-to-day routine, scheduled/preventive and break-down maintenances) as well as for keeping them operational so as to continue their safe, trouble free and uninterrupted operations. Any equipment / part / component without which and/or without the replacement of which for any fault, a larger equipment / facility may become inoperative are also termed spares as per this clause of the CONTRACT(s).
2. OIL shall procure all spares required for Operation and Maintenance of the Plant.
3. **CONTRACTOR's scope of doing the purchasing process on behalf of OIL for Supply of Spares & Replacements**
  - a) OIL shall maintain the necessary spares for the equipment of the Installations. If a spare item is already available with OIL, the same will be supplied to the CONTRACTOR. However, in case of any urgency/ operational issues if spare is not available, OIL may advise the CONTRACTOR for procurement on their behalf. Once advised by OIL, the Contractor shall initiate the process for procurement of the spare parts within 1 (one) day and shall subsequently inform OIL about the timeline for receipt of the spare parts at site for Approval of OIL. After receipt of Approval from OIL, the CONTRACTOR shall do all the necessary jobs for procurement of spares & Replacements.

Before procurement, the CONTRACTOR will be required to obtain minimum 3 (three) sets of quotations from Vendors. In case of proprietary item, quotation from OEM / Authorized Dealer of OEM shall be obtained. The quotations shall be submitted to OIL for approval of price of the item. Payment for the spares purchased will be made 5 % above the OEM / L1 (minimum of the Prices quoted in the 3 bids submitted) quoted price excluding GST to take care of handling/ administrative/ transportation cost.

- b) The CONTRACTOR shall have to take certification or guarantee / warranty coverage from the supplier/OEM for the items purchased by the CONTRACTOR prior to use / inventorisation.
- c) Penalty clauses in regards of the reason(s) of shut down of any unit or the entire plants due to lack of spares/non-availability of spares shall remain applicable only in cases attributable to the CONTRACTOR once advice for spare part procurement is received from OIL.
- g) CONTRACTOR shall be required to submit Invoices/vouchers/memos, quality certificate, inspection and suitability report, guarantee / warranty certificate etc. to OIL as necessary for any purchases made. Such documents will be verified by OIL before releasing any payment against such expenses/claims by the CONTRACTOR for spares or replacements.
- h) On emergency cases as per advice and permission from OIL, the CONTRACTOR shall have to arrange special air-freight of items which shall be reimbursed to the CONTRACTOR on actual after submission of supporting documents.
- i) The shortage or lack of the spares and consumables may lead to malfunction, underperformance & breakdown of any unit / facility / equipment of the plant which in turn may affect / hamper the safe, trouble-free & uninterrupted operation of the plant. To eliminate any likelihood of such a situation, the following points are to be looked into by CONTRACTOR:
  - a. Looking at the usage of spares, OIL and/or the CONTRACTOR after consultation & approval from OIL, the CONTRACTOR may include any additional spares, consumables & replacement items under the scope the CONTRACTOR to do the purchasing process thereof at any point of time during the currency of the CONTRACT(s).
  - b. The CONTRACTOR shall keep record of consumption & stock position and report the same to OIL as & when sought by OIL. OIL shall keep the critical spares &/or replacement-items under the custody of OIL.
  - c. Projection of replenishment requirement of these spares & consumables and initiation of procurement process shall be the responsibility of the CONTRACTOR whenever advised by OIL.
- j) The CONTRACTOR cannot and shall not decline to carry out the procurement process on behalf and on advice of OIL. Should the CONTRACTOR fail to carry

out the jobs under this clause and/or should there be any shortage / lack of spares, consumables and replacements etc. falling under the scope of the CONTRACTOR to do the purchasing process after receipt of advice from OIL and should there be any consequences thereof like shutdown / malfunctioning / underperforming of the GCS, Penalty on the CONTRACTOR will be imposed as per Penalty Clauses.

### **3.6 CONTRACTOR's scope of supply and provisioning of Consumables & other Materials**

The items under this clause are entirely under the scope of the CONTRACTOR for carrying out the purchasing at their own cost. OIL shall not reimburse for any such purchases. The CONTRACTORs need to carefully incorporate in their quoted price the costs of consumables and other materials as described in this clause which will be a part of their monthly bill amount.

- i) The CONTRACTOR shall bear the cost on PPE for all of their employees to be deployed at the GCS. The list of PPE shall include following minimum types of items:
  - a) SAFETY SHOE - Twice / Year
  - b) COTTON DUNGAREE (OVERALL) - Twice / Year
  - c) SAFETY HELMET - Once / 3 Years
  - d) EYE GOGGLE - Twice / Year
  - e) EAR PLUG - As necessary
  - f) HAND GLOVES - As necessary
  - g) ELECTRICAL HAND GLOVES - As necessary

In case OIL finds any PPE items to be of inferior quality, torn &/or tattered, the same shall not be allowed to be used by the deployed personnel. Persons without PPE shall not be allowed to work on any time of a day and corresponding shortage of man power shall be considered as deviation/upset in the PLANT's DESIRED PERFORMANCE LEVEL. PPE's must meet IS standards. Apart from above PPE's must be provided and used as per the job requirements.

- ii) OIL will provide POL items viz. HSD, engine oil, gear oil, grease, coolants, bearing lubricants, distilled water etc. for normal day to day operation and routine maintenance jobs. If OIL runs out of stock of such items, OIL may advice the CONTRACTOR to procure such items and procurement cost of which will be reimbursed by OIL.
- iii) The CONTRACTOR shall bear the cost of all consumables required for day to day use in the GCS premises. Such consumables are generally of following categories:
  - a) Office stationaries like printer/xerox papers of different sizes, printer cartridges, pen, pencil, eraser, stapler, stapler pin, bound page register, file cover, adhesive, cello tape, white correction fluid, water bottles, tumblers, cup plates, utensils as required etc.

- b) Toiletries like toilet cleaner, sanitizer, liquid soap, bar soap, deodorants, naphthalene balls, phenyl, room freshener, hand towels, cleaning brass, Mops, buckets, mugs etc.
- c) Area cleaning / Gardening items like brushes, mops, broom, spades, dao, kodali, phenyl, insecticides, bleaching powder, cotton wastes, cotton hand gloves.

The above list is not exhaustive and the CONTRACTOR must ensure availability of any other consumables that are required for day to day jobs in the GCS premises.

### **3.7 General Housekeeping and Upkeepment of the plant**

Housekeeping of the entire installation in totality including Civil structures shall be the responsibility of the CONTRACTOR to keep it in the tip top environmentally safe and clean condition. The CONTRACTOR must always keep the entire plant, it's all equipment, facilities, buildings and sheds, premises and roads, footpaths, walkways etc. in highest level of cleanliness and aesthetic look. In this respect the CONTRACTOR shall take up all necessary jobs including but not limited to the following:

Housekeeping shall also cover the following activities in general.

- i) Cutting of grass / jungle / reeds / creepers (on all vertical parts of all structures) etc. & removal and disposal of the same at OIL's designated places.
- ii) Cleaning of top part / inside vertical parts / bottom part of all surface drains and the drains surrounding all building, shed, barrack etc. and disposal of the debris / sludge etc. at OIL's designated places inside GCS. All the drains need to be clean, devoid of any litter, trash, clogging etc.
- iii) CONTRACTOR shall have to maintain floor area of all sheds/buildings, Process areas, all footpaths, CC mattress area, brick-soled area, walking path etc. in completely clean condition. These areas shall have to devoid any growth like algae or any other slippery organic, non-organic formation on them at all time.

CONTRACTOR shall have to carry out cleaning of road side-burns and sides of all surface drains of the entire plant. All road sides and drain sides shall have to be clean and free of any grass.

- iv) The CONTRACTOR may develop flower garden in the Plant premises at areas identified by OIL and maintain the same throughout the year.
- v) There shall not be any dry grass, shoots, tinder etc. inside any part of the plant. There shall not be any garbage, dumping, trash in any part of the plant (both inside and outside of the plant). CONTRACTOR shall keep the plant without littering in any part of the plant.

- vi) The CONTRACTOR shall have to keep the ground water reservoirs, other water storage facilities completely clean without any sorts of foreign materials on the water of the reservoirs/storage facilities.
- vii) All bathrooms, toilets, urinals etc. must be maintained at highest level of cleanliness. There must be all time availability of all types of sanitary fittings, essentials and sanitary consumables at all these places.
- viii) In respect to above, jobs shall be deemed to be incomplete in a month if deviation(s) from the specifications is/are observed at any part of the plant during any time of a month and shall be considered as deviation/upset in the PLANT's DESIRED PERFORMANCE LEVEL.

The deviation(s) from the specifications as above, if observed, shall be communicated immediately by OIL and the CONTRACTOR must rectify the discrepancies within specific time period failing which penalty as per Penalty clause of the CONTRACT(s) shall be levied.

- ix) All these activities shall be part of the routine plant maintenance jobs and are not exhaustive.

### **3.8 New additional equipment, instrument, facility at the GCS during the period of CONTRACT(s)**

- i) OIL may decide to incorporate minor changes like new equipment, facilities, and instruments etc. in the station for the sole purpose of better performance of the plant, for compliance of recommendations of any statutory bodies or audits etc. and for subsequent operational requirements with augmentation of existing capacity. The new additional units/facilities will be part of existing system / process and will comprise minor changes only and there shall not be any additional or specialized man power requirement. The operation of such additional items shall have to be carried out by the CONTRACTOR as mutually agreed by both OIL and the CONTRACTOR.

The CONTRACTOR must carry out all operation and routine maintenance of any new equipment/facilities/instruments installed for compliance of any recommendation(s) of any statutory bodies or audits etc. during the currency of the CONTRACT(s).

- ii) Responsibility of routine maintenance of any new items referred as above shall be on the CONTRACTOR and they cannot decline to take up routine maintenance jobs on any of such new items. Spares-supply for any new items – irrespective of their costs will be under OIL's scope.
- iii) Failure to carry out operation and routine maintenance on the new items shall be considered as deviation/upset in the PLANT's DESIRED PERFORMANCE LEVEL.

### **4.0 Painting**

Painting of the items inside the boundary walls of the GCS except the buildings, sheds, boundary walls and watch towers will have to be carried out by the CONTRACTOR. In general painting of the following items will be under the scope of the CONTRACTOR - In-plant Piping, Pipe Fittings, Valves, Steel Structures, Pipe Trestles, Supports, Steel Columns, Canopies, Walkways, Handrails, Platforms, Sign Boards, Road markers etc.

Colour for painting will be as per OIL's standard practice (prevailing Colour Code Policy of OIL).

Paints for the all the painting jobs will be supplied by OIL or will be procured by CONTRACTOR on behalf of OIL in line with spares procurement with prior approval from OIL. However, CONTRACTOR will be required to calculate the requirement of paints and submit their estimate to OIL as and when asked by OIL. The actual quantity will be decided by OIL after internal assessment and discussion with the CONTRACTOR's representative.

OIL's representative will check and verify about the quality of the painting job at various stages.

The CONTRACTOR shall have to do all that is necessary for safe execution of the painting job and will be guided by the terms and conditions as stipulated in HSE clause of the CONTRACT(s).

All tools and tackles, spray guns, brushes, protective shield etc. required for the painting job will have to be arranged by the CONTRACTOR.

## **5.0 Public Relation Jobs**

- i) The CONTRACTOR shall establish and maintain such relationship with Government, local authorities and with the public as shall be necessary or appropriate to assure that the Operations are conducted and carried out in the most effective way and to the best advantages of OIL.
- ii) CONTRACTOR shall resolve issues related to the operations of the GCS (excluding the force majeure conditions) which otherwise may significantly affect the operations of the plant; and perform all other acts of similar nature necessary or in proper connection herewith; and any court appearance pertaining to matters relating to the CONTRACT(s). CONTRACTOR shall address and resolve amicably any pollution related complaints from Local Public proactively without loss of production.
- iii) The CONTRACTOR will have to do everything that is necessary including but not limited to jobs like liaising with all concerned government departments, civil administration, law-enforcing agencies etc. for keeping all operations of the GCS normal during any public protest, picketing, "bandh" call etc. Such public protest, picketing, "bandh" call etc. may be in general or specifically against OIL. However, OIL will extend all possible assistance to mitigate any unforeseen events of Bandhs / public protest/ picketing against OIL.

## **6.0 General guidelines to the CONTRACTOR for carrying out jobs**

- i) After completion of the period of currency of Contract, the plant shall be handed over to OIL in sound health & good maintainable order. OIL at its discretion may consider extension / renewal of the Operation arrangement, thereafter, with the same party or otherwise, as deemed fit.
- ii) CONTRACTOR shall not, without prior written consent of OIL, disclose the CONTRACT(s), or any provision thereof, or any specification, plan, drawing, sample or information about the plant or in connection therewith, to any person, organization or agency. This obligation of the CONTRACTOR shall be in force even after termination of the CONTRACT(s).
- iii) CONTRACTOR shall not, without prior written consent of OIL, make use of any document or information except for purposes of performing the jobs under the Contract. This obligation of the CONTRACTOR shall be in force even after termination of the CONTRACT(s).

## **7.0 Power and deliverables of OIL**

For smooth and trouble-free operation of the GCS, OIL will have some administrative and operational power. Further, OIL will have some duties to perform and assistance to provide to the CONTRACTOR.

- i) OIL shall appoint, as per provisions of the Oil Mines Regulations 1984 (OMR) and subsequent Amendments, a Mines Manager, an Installation Manager or his representative, Competent Person(s) for safe operation and routine maintenance of the plant as per sound industry practice.
- ii) The Installation Manager, Mines Manager or his representative will be solely responsible for all decisions regarding safe operation and up to date maintenance of the installation.
- iii) Subject to the provisions of the CONTRACT(s), OIL promptly pay and discharge the costs arising out of operation of the plant, reimbursement of other jobs as per this CONTRACT(s) as per provisions of the payment terms of the CONTRACT(s).
- iv) OIL shall deduct such amount of money from monthly bills of the CONTRACTOR in case the CONTRACTOR fails to carry out any job as mentioned in the tender document. A written notice stating the partial fulfilment of jobs and corresponding shortfalls as per terms of CONTRACT(s) will be given to the CONTRACTOR.
- v) The CONTRACTOR will be following all the operational instructions as decided by the Installation Manager, Mines Manger or his representative for safe operation of the plant, as per the scope of work covered under the tender. For any decision regarding safe operation of the plant, the decision of Installation Manger, Mines Manager or his representative will be final & binding which must be strictly complied with by the CONTRACTOR unless such decisions are contrary to the provisions of the CONTRACT(s).

- vi) The Installation Manger, Mines Manager or his representative shall have the authority to promptly take action regarding removal of any person working inside the plant from his workplace for negligence of duty, violation of safety norms as per Mines Act or OMR, HSE policy of OIL and wilful insubordination of any legitimate order of the Installation Manger, Mines Manager or his representative regarding operation and maintenance of the plant.
- vii) The Installation Manager, as per provisions of the OMR, may visit the Plant at any point of time.
- viii) OIL shall make available Electricity free of cost for operation of the plant.
- ix) Natural gas required for operation of the plant will be supplied free of cost.
- x) Workman Inspectors of Mines, Statutory Authorities such as from PCBA, DGMS etc. may visit the GCS's without prior intimation to OIL. In such cases, CONTRACTOR personnel will facilitate the authorities without detrimental effects to OIL and also intimate Installation manager.
- xi) Any OIL official from HSE Dept., Fire Service, Security and from other concerned dept. may undertake surprise inspection of the facility for inspection of Safety standards.
- xii) Civil Maintenance required for walls, buildings, roofs, roads, drains, supports etc. shall be carried out by OIL.

## **8.0 Reports / Records / Documents / Write-ups to be submitted to OIL**

### **8.1 Daily Operating Information and reports**

CONTRACTOR in conjunction with and as mentioned in some of the foregoing clauses shall maintain and furnish the following data, information and reports on a daily basis

- i) Daily report which shall cover all activities during the period starting from 6AM of the day to 6AM of the next day. The daily report for a particular day should be ready the next day and will be communicated to OIL's office every morning by the Plant Manager(s) or his authorized representative.
- ii) All routine & schedule/ preventive maintenance jobs carried out at different intervals.
- iii) Report of daily running of trailer fire pump.
- iv) Any deviations / abnormalities in any aspects of matter need to be documented separately and reported in writing to IM or his representative at the earliest.
- v) Daily reports of all maintenance works carried out on a day.
- vi) Any other report as advised by OIL.

8.2 The CONTRACTOR shall generate and submit the following maintenance reports as and when required

- i) Reports on any emergency shutdown of operation including the details of failure, action taken and remedial action to prevent repetition of similar shut down in future and the effect of such shut down in overall Plant operation. A chronology of such operation should be maintained. A report shall also be provided when the normal operation is resumed.
- ii) Report of malfunctioning or under-performing or breakdown of any units of the plant that takes place at any time during the currency of this CONTRACT(s).

8.3 The CONTRACTOR shall generate and submit the following HSE reports as and when required

- i) All accident reports as per statutory guidelines including but not limited to leakage or failure, oil spills, fire, structural failures, explosion, sabotage, accident reports involving loss of property or life etc. affecting operations. These accident reports shall be complete with detail of accident investigation, reasons leading to accidents, other related findings, and shortcomings on any quarter, remedial steps necessary to avoid recurrence of such accidents etc.
- ii) Accident reports must be generated as per statutory provisions from such occurrence which will be sent to the statutory bodies like Director General of Mines Safety, Oil Industry Safety Directorate, as the case may be by OIL. In all cases of accidents, the CONTRACTOR must report verbally (over phone as the case may be) to the Installation Manager immediately after the occurrence of the accidents.
- iii) Immediate reports on any emergency situations as per Disaster Management Plan.

In case of any incident as above occurs during normal working hours (of a working day, same needs to be communicated immediately verbally (in person or over phone) and thereafter in writing to IM, OIL.

In case the incident occurs beyond normal working hours or in days OIL's officers are unavailable at the plant, verbal reporting needs to be immediately given to IM, OIL by phone and its written report needs to be given in the next working day.

8.4 Report submission / reporting ways

All requirements (procedures, monitoring, analysis and record keeping etc.) for the installation will be maintained and carried out by the CONTRACTOR.

- a) The CONTRACTOR shall maintain necessary documentation and records such as log sheets, charts, performance registers, inventory registers, equipment history, daily, weekly, monthly, performance reports, consumption

reports, whichever applicable. These documents shall be developed in consultation with OIL.

b) The daily report / weekly report / monthly report / quarterly / annual reports, whichever applicable and as decided by the IM or his representative, are to be prepared clearly showing all consumption details, cumulative consumption/spares details, preventive maintenance & breakdown maintenance details, deviations from the design value, online instrument status etc.

#### 8.5 Access to operations and Rights to Inspection & Information from the CONTRACTOR.

OIL in consultation with authorized representative of the CONTRACTOR shall at any point of time of the operations may -

- i) Inspect all records, data generated from studies, files and other information kept by the CONTRACTOR.
- ii) Any Data or information.
- iii) Request and receive from the CONTRACTOR statements or status where reasonable as desired by OIL for any job pertaining to operation and maintenance.

#### 8.6 Reports to Statutory bodies and approvals

The CONTRACTOR will prepare and submit all HSE related reports / records etc. to the statutory bodies and also to OIL required under various Acts, Regulations and guidelines issued by such bodies as and when required.

### **9.0 Deployment of Man power**

- i) The total man power required for complete operation and routine maintenance of the stations shall be provided by the CONTRACTOR. The CONTRACTOR shall have to provide adequate skilled and experienced staff capable for operation and routine maintenance of the station. During the period of the CONTRACT(s), the CONTRACTOR shall have to take the ownership of the manpower deployed at the GCS. Company (OIL) shall have no responsibility or liability in this regard.
- ii) All personnel to be deployed in different streams of work must have sound health, requisite qualifications, adequate experience in their respective fields. The CONTRACTOR must warrant that all their employees shall perform the work correctly and efficiently and must ensure that such personnel observe all applicable statutory norms and safety requirement of OIL. All the personnel selected by the CONTRACTOR must meet/fulfil the requisite qualifications and experiences specified in this clause.

- iii) CONTRACTOR shall submit all documents pertaining to Qualification, Experience-details etc. and other relevant data of any prospective candidates to be deployed in the installation. The employees can work at the GCS after receipt of approval from OIL.
- iv) All personnel shall have to undergo Pre-employment Medical Examination and must be found "fit" as per the Mines Rules, 1955. Personnel may have to undergo Periodic Medical Examination, as and when required as per the statutory provisions and/ or OIL's prevailing practices.
- v) Even after initial deployment, if at a later stage OIL finds any personnel of the CONTRACTOR to be unsuitable / undesirable to OIL and communicates to the CONTRACTOR in writing, the CONTRACTOR shall remove such personnel immediately from working at the GCS. In this case, the CONTRACTOR entirely on their expense shall promptly replace such personnel with alternative personnel acceptable to OIL.
- vi) If CONTRACTOR wants to change any of their personnel deployed at any time, replacement for such employee(s) will be required in advance and prior approval from OIL for such replacement will be required.
- vii) CONTRACTOR shall be solely responsible throughout the period of the CONTRACT(s) for ensuring that the CONTRACTOR's employees have requisite statutory trainings like Fire Fighting Training as per OISD 176 & OMR 2017, Mines Vocational Training (MVT), First Aid Training from recognised agencies of DGMS, Gas Testing etc. The CONTRACTOR shall release the personnel for the above trainings during the CONTRACT(s) period without affecting the operation of the Plants as and when instructed by OIL.

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

OIL shall provide the above mentioned trainings to all employees of the CONTRACTOR free of cost. But such training can be imparted to CONTRACTOR's personnel at OIL only during periods when OIL conducts these trainings and subject to availability of seats.

- viii) CONTRACTOR shall engage Manpower required for the Operations and routine maintenance and determine their numbers (minimum number must be as stated under this clause) in all concerned categories of employees. Selection, hours of labour, weekly off, rest, leave and compensation shall be as per the provisions of Mines act and other applicable laws, by-laws, regulations, Acts etc. CONTRACTOR can and shall obtain when appropriate occasional or part time service of experts, seconded employees for operational requirement or for having some operational advantage in CONTRACTOR's performance at no extra cost to OIL. However, OIL's approval for such employee's deployment needs to be taken beforehand.

- ix) A general guideline about deployment of **minimum number of employees** under different category / shifts is given below. This is an indicative list only. The CONTRACTOR has to deploy sufficient manpower for relieving of shift/substitute and leave reserves for meeting the provisions of applicable Labour laws. The minimum manpower requirement as indicated shall in no way dilute the responsibility of the CONTRACTOR to make his own assessment of manpower requirement in the light of the scope of work provided and the qualification, experience and calibre of his personnel and augment the manpower, if needed or whenever required, to meet normal operational and maintenance requirements as well as exigencies at no cost to OIL.
- x) A Plant Manager shall be deployed each for Group A and Group B under the Contract(s).

The operation of each Installation has to be manned by minimum 2 (two) numbers of operators per shift throughout 24X7 during the period of the Contract(s).

- xi) The **minimum number of persons** as specified above shall not decrease on any reason. Shift to shift change over needs to be maintained and any person working on preceding shift cannot leave the plant unless his corresponding reliever of the next shift relieves him of his duty. Failure to engage minimum manpower as specified above will attract penalty as per penalty clauses of the CONTRACT(s).
- xii) The CONTRACTOR, before starting the work shall obtain a license from concerned authorities under the CONTRACT(s) Labour (Abolition and Regulation) Act 1970 and furnish a copy of the same to the Company. CONTRACTOR shall also be responsible for its validity and renewal and for complying with provisions of all applicable Act, Rules and Regulation in force at the locations of the site.
- xiii) The CONTRACTOR shall be solely responsible throughout the period of the CONTRACT(s) for providing all requirements of their personnel, including but not limited to their insurance, housing, medical services, messing, canteen service, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and taxes etc. as per best industry practice and in accordance with applicable statutory requirements. There must not be any violation of applicable acts/laws/regulations like payment of wages act, payment of bonus act, CONTRACT(s) labour act, pension scheme, employees provident fund, minimum wages act etc. etc. or any act/rules/regulations framed thereafter of these acts/rules/regulations etc. All these benefits are at no charge to OIL.

The CONTRACTOR need to carefully incorporate in their quoted price the costs of manpower as described in this clause which will be a part of their monthly bill amount.

## **9.1 Qualification and Experience requirement of the Key Personnel**

Qualification and Experience requirement in general of the Key Personnel is stated below: However, OIL reserve the right to review/relax/upgrade the qualification and experience criteria of the prospective candidates at the time of deployment by the CONTRACTOR at its discretion.

Sr No	Details of Positions / Posts	Qualification and Experience requirement
1	Plant Manager	<ul style="list-style-type: none"> <li>• Degree in Engineering with minimum 2 (two) years of experience in upstream E&amp;P Companies related to O &amp; M of Gas Compressor Packages or Gas Compressor Stations or working in the premises of gas compressor manufacturer / gas compressor packager/ Gas handling Installation.</li> <li style="text-align: center;">or</li> <li>• Diploma in Engineering with minimum 3 (three) years working experience in above mentioned areas.</li> </ul>
2	Process Operator	<ul style="list-style-type: none"> <li>• Diploma in Engineering with minimum of 1 (one) year working experience in operation of Gas Compressor Packages including auxiliary processes / facilities or working in the premises of natural gas compressor manufacturer / packager/ Gas handling Installation.</li> <li style="text-align: center;">or</li> <li>• ITI certificate holder and having at least 2 (two) years' working experience in above mentioned areas.</li> </ul>

## 9.2 Duties and job responsibilities of key personnel

Major duties and responsibilities of key personnel deployed in the GCS are stated below. This is an illustrative list only and not exhaustive. The CONTRACTOR and its employees must carry out all jobs related to individual disciplines for effective of the GCS.

### **Plant Manager:**

The person shall have overall responsibilities for safe & environmentally friendly operation & routine maintenance and administrative activities of the plants and establishment. The person shall be responsible for all the operation and routine maintenance activities of the installations including hazardous gas processing / compression, operation & routine maintenance of Gas Compressor packages, dehydration plant, different pumps/ motors, electrical systems, various control loops of the processing, execution of Control & Instrumentation, calibration and servicing of various electronics and pneumatic instruments, analyzing of P & I diagrams, control loop checking, and instrumentation standards, HSE compliances etc.

The Plant Manager shall normally attend general shift duty but shall be available for 24 hours. The Plant Manager will be overall in charge for safe activities (including submission of all kinds of reports to IM) of the plant under the installation manager (IM).

## **Process Operators**

The Process Operators shall operate the control room and shall have responsibility of operation, monitoring and control of day to day operation and routine maintenance related activities of all equipment, facilities and systems viz. Gas Compressor packages, Dehydration system, Generating sets, all pumps and motors etc. installed in the installations. In addition, he / she shall have to generate and submit different reports of the plant as directed by the installation manager and plant manager. The Operators shall report to the Plant Manager and Installation Manager for operation related activities of the plant.

### **10.0 Imposition of Penalty**

#### **A. Operational non-performance**

- i) The prime objective of the CONTRACTOR is to provide system availability of the gas compression system to the maximum extent possible with the equipment being provided by OIL and operation and routine maintenance on the equipment being carried out by the CONTRACTOR.
  - ii) System availability means that all the gas compressor packages are available and can be put into operation at any point of time as per requirement of OIL. If system availability falls below 90% per month, per Installation, for reasons attributable to the contractor and for any other operational non-performance, an amount equal to the applicable hourly rate of the Operation Day Rate Charge will be deducted as penalty for the hours the system or machine is not available from the monthly bills of the contractor of the respective installation. However, the above penalty shall not be applicable under the following conditions:
    - a. Non-availability of spare parts with OIL and OIL has not advised the CONTRACTOR to procure the spare parts on behalf of OIL.
    - b. If the CONTRACTOR has already informed OIL to procure the spare parts prior to the breakdown, but OIL has not procured them for reasons attributable to OIL.
    - c. The time taken for carrying out scheduled and preventive maintenance of the packages by OIL.
    - d. For breakdown maintenance, the period from reporting of the breakdown to OIL till completion of the breakdown jobs by OIL.
  - iii) Total penalty per installation under Clause 10.0 A shall be limited to 15% of the annualized value of the line items for Operation Day Rate Charge for each year against respective Installation.
- B)** In addition to above, the following penalty shall be imposed on the CONTRACTOR for failure of the CONTRACTOR to do any job as per detailed scope of work stated in different clauses of the tender.

<b>Sl. No</b>	<b>Description</b>	<b>Details of Penalty (To be deducted from monthly bill)</b>
1	Inadequate manpower deployment not in conformity with tender requirement on daily basis	1. Rs 3000.00 per person per day for following category of persons: a) Plant Manager  2. Rs 2000.00 per person per day for following category of persons: a) Operator
2	Non-availability of PPE or employees not using PPE at worksite	Employees will be marked absent and penalty as per Sl. No.1 shall be applicable for absence days.
3.	Failure for procurement of spare parts as and when advised by OIL leading to equipment downtime. The timeline for availability of spare parts shall be decided by OIL.	Penalty equal to price of the item(s). Subsequent loss to OIL due the shortage / lack of items. Price of item and loss to OIL to be determined by OIL.
4.	Non-compliance of HSE provisions of the CONTRACT(s)	Penalty equal to Rs 1000.00 per day for each case
5.	Failure to carry out general upkeepment and maintenance of cleanliness of the Plant area including drains, open areas etc. to the satisfaction of OIL	Penalty equal to Rs 1000.00 per day
6.	Non-compliance of standard Labour Laws	Penalty equal to Rs. 1000.00 for each non-compliance per month
7.	In case the CONTRACTOR defaults / does not carry out some of the jobs during the month as per the scope of work	Penalty equal to Rs 1000.00 per month for each default.
8.	Non-availability of requisite tools and equipment for jobs	Penalty @ Rs. 1000/- per day per item shortage of tools, if any, during the routine maintenance activities
9.	Failure to carry out IME/PME of employees, in part or full	Penalty equal to total cost of IME / PME as determined by OIL

**C)** Any action/ penalty by Environment and Pollution board/any Statutory authorities in matters related to HSE will be sole responsibility of the CONTRACTOR and they shall bear the penalty and take appropriate remedial actions. If the Contractor fails to bear the penalty amount and /or if the penalty is imposed on OIL, the same shall be recovered from the CONTRACTOR.

#### **11.0 Other specials terms and conditions of the CONTRACT(s)**

##### **a) Effective date, Mobilisation time, Duration of CONTRACT(s):**

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

Mobilisation shall be completed within 45 (Forty-Five) days from the Date of issue of Mobilization Notice against each installation.

The duration of the contract shall be for a period of two (2) years and forty-five (45) days from the date of issuance of the Mobilisation Notice for the first installation and with a provision for extension of the Contract by another one (1) year. Accordingly, the scheduled contract end date shall remain firm even in the case of delayed mobilization for the first installation. If mobilization is completed before the scheduled mobilization completion date for the first installation, then the duration of the contract shall be considered as two (2) years.

For all other installations, the end date of the contract shall be the same as that for the first installation.

The CONTRACTOR(s) must complete the work as mentioned/described in the CONTRACT(s) within the CONTRACT(s) period. In the event of there being undue delay in execution of the CONTRACT(s), the Company reserves the right to cancel the CONTRACT(s) and/or levy such additional damages as it deems fit based on the actual loss suffered by the Company attributable to such delay. The Company's decision in this regard shall be final.

- 1.2 The CONTRACTOR(s) will intimate the Company in writing of their readiness for commencement of operation to Company, at least 14 (Fourteen) working days in advance against each installation.
- 1.3 Mobilisation and demobilisation charge against each installation is one time only.

**b) GENERAL OBLIGATIONS OF CONTRACTOR(s):**

CONTRACTOR(s) shall, in accordance with and subject to the terms and conditions of this CONTRACT(s) shall have following obligations:

- 1.1 Perform the work as described in the Technical-Scope of Work, SPECIAL CONDITIONS OF CONTRACT(S)(SCC)of the tender document.
- 1.2 Except as otherwise provided in the Technical-Scope of Work and the Special Conditions of the CONTRACT(s), provide all labour as required to perform the work.
- 1.3 Perform all other obligations, work and services which are required by the terms of this CONTRACT(s) or which reasonably can be implied from such terms as being necessary for the successful and timely completion of all the work of operation and maintenance CONTRACT(s) as per best industry practice requirement for operation and maintenance of the plant.
- 1.4 Provide and make regular payments to all labour & sub-vendors as required to perform the work.
- 1.5 CONTRACTOR shall be deemed to have satisfied themselves before submitting their offer as to the correctness and sufficiency of their offer 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(s).
- 1.6 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the CONTRACT(s).

**c) OTHER SPECIAL CONDITIONS:**

- A) The CONTRACTOR shall not engage a person under this CONTRACT(s) if declared medically unfit, and if found guilty on account of misconduct.
- B) Smoking, bringing of naked lights or carrying matches are strictly prohibited within the work premises as per safety regulations.
- C) No CONTRACT worker will be allowed to enter the work premises if he wears loose dress/clothing or comes barefoot or without proper safety shoe. CONTRACTOR should ensure that his worker comes to duty with proper, safe, industrial safety shoe. IM or his representative will be at liberty to return a worker for not wearing safety shoe.
- D) Observance of safety regulations by CONTRACT(s) workers deployed in the work premises is mandatory. Any CONTRACT(s) worker, if found violating the safety regulation or otherwise found unsuitable for working in a hazardous area, shall be removed immediately and replaced by a suitable worker by the CONTRACTOR.
- E) The CONTRACTOR will have to bear responsibility for any untoward incident, such as theft/pilferage etc. of Company materials by his personnel.
- F) The CONTRACTOR will be required to submit monthly PF, ESI statements, Wages Slip in Form XIX of all the personnel engaged for operation of the installations, quarterly/annual return of the CONTRACTOR along with the monthly bill, otherwise monthly bill will not be processed.

**d) CONTRACTOR'S ITEMS:**

- 1.1 CONTRACTOR shall provide equipment and personnel to perform the services under the CONTRACT(s) as specified in this document and as per terms of the CONTRACT(s)s.
- 1.2 CONTRACTOR shall provide all the tools and tackles including all types of required calibration gauges/tools etc. required for operation and routine maintenance of the plants.

**e) CONDUCTING FIELD & OFFICE WORKS:**

- 1.1 The CONTRACTOR shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.
- 1.2 All the equipment and materials required for execution of the works under this bid shall be in good working condition. OIL reserves the right to check the relevant certificates of the equipment, certifying the conditions of the equipment. CONTRACTOR will have to carry out all the calibration jobs for such the tools and tackles/equipment, which are required as per statutory requirements and records must be maintained as per the formats advised by OIL.
- 1.3 CONTRACTOR shall be solely responsible for the operation and routine maintenance of the equipment. CONTRACTOR shall make available vehicle(s) as and when required for emergency mobilization of personnel to hospital in case of injury/accident. The vehicle(s) shall also be used for collecting materials, spares,

consumables, lube oils etc. from OIL designated places/stores as and when required and distribution to respective installations.

**f) PROTECTION OF PROPERTY AND EXISTING FACILITIES:**

- 1.1 The CONTRACTOR shall perform each work in such a manner as will prevent damage to the Company's property and conform to and are consistent with, operational practices of hydrocarbon industries. Any permanent damage /loss to the Company's pipeline, assets and plants due to actions undertaken by the CONTRACTOR in order to provide the services envisaged under this CONTRACT(s) shall have to be remedied by the CONTRACTOR, entirely at their own cost. This cost shall include and not be limited to actual replacement of such damaged pipeline, assets or plants, or payment of actual replacement cost in relation thereto as may be incurred by the Company.
  - 1.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of Company or any third party including overhead and underground cables and in the event of any damage resulting to the property of Company or of a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by Company or ascertained or demanded by the third party shall be borne by the CONTRACTOR.
  - 1.3 OIL has HSE policy in place covering different applicable industry standards and regulations. Moreover, the policy is guided by the statutory and Government directives.
    - i) **FIRE OR EXPLOSION:** In the event of any fire or explosion, Service Provider shall use all reasonable measures at his disposal to protect the aforesaid installations and to bring the said fire or explosions under control.
    - ii) **HSE Drills, meeting etc:** The CONTRACTOR shall observe such HSE regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The CONTRACTOR shall take all measures reasonably necessary to provide safe & pollution free working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. CONTRACTOR shall conduct safety Tool box meetings, etc. and participate in the drills conducted by OIL, as may be required by Company at prescribed intervals.
    - iii) **Record Keeping, Documentation in connection with HSE:** Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc. as per standard Oilfield practice and these records should be made available for inspection at any point of time. Compliance of these shall be the sole responsibility of the CONTRACTOR.
- g) PERMITS & CERTIFICATES:** The CONTRACTOR shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the works is to be performed, and CONTRACTOR further agrees to hold Company harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other

rules. Company will provide necessary permits for CONTRACTOR's personnel to undertake any work in India in connection with the CONTRACT(s).

**h) ADDITIONAL EXPENSES DUE TO FAULT OF THE CONTRACTOR:**

In case additional expenses are incurred due to failure of system / process/ equipment / general infrastructure of the plant/ facilities, pipeline network and disposal wells on account of wrong operation / wrong maintenance / wrong handling/ poor workmanship / use of incompetent manpower/ lack of supervision/ lack of co-ordination/ wilful insubordination of Operating instruction by the person or group of persons engaged by the CONTRACTOR, the CONTRACTOR will bear all such expenses. The CONTRACTOR will commence necessary rectification/ modification required to rectify such failures.

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**PART-III, SECTION-III**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SECTION-I: 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.**

<b>A</b>	<b>Definition</b>	Hiring of services for Operation of In-House Compressor packages in 9 (Nine) nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (one) year.
<b>B</b>	Mobilization	Within 45 (Forty-Five) days from the date of issue of Mobilization Notice against each installation in the contract
<b>C</b>	Duration of contract	The duration of the contract shall be for a period of two (2) years and forty-five (45) days from the date of issuance of the Mobilisation Notice for the first installation and with a provision for extension of the Contract by another one (1) year. Accordingly, the scheduled contract end date shall remain firm even in the case of delayed mobilization for the first installation. If mobilization is completed before the scheduled mobilization completion date for the first installation, then the duration of the contract shall be considered as two (2) years from the date of completion of mobilization.
<b>D</b>	Performance Security	As per Instructions to Bidders.
<b>E</b>	Terms of Payment	As per SOR
<b>F</b>	Association of company's Personnel	As per SOW
<b>G</b>	Miscellaneous Provisions: Key personnel	As per SOW
<b>H</b>	Subcontracting: Allowed/Not Allowed	Not Allowed
<b>I</b>	If allowed, define Petty Services	Not Allowed

<b>J</b>	Address details for submission of invoice	<p>All Invoices are to be submitted through VIM portal of OIL along with supporting documents after certification of the Measurement sheets from the concerned officials of Assets:</p> <p>CGM (GMS)-HOD  Oil India Limited,  P.O. Duliajan-786602  Dist. Dibrugarh, Assam</p>
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**SECTION-II: GOODS AND SERVICES TAX:**

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

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

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

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

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

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

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

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

9. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the

contractor/Contractor, OIL shall withhold the payment of GST.

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

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

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

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

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

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

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
18. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
20. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
21. Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
22. Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
23. Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
26. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

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

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

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

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh :12AAACO2352C1Z8

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
  - f) HSN code of goods or Accounting Code of services [SAC];
  - g) Description of goods or services;
  - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - i) Total value of supply of goods or services or both;
  - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
  - l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
  - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - n) Address of the delivery where the same is different from the place of supply and
  - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

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

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

30. Anti-profiteering clause

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

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

**SECTION-III: SPECIAL TERMS AND CONDITIONS**

Details of the Service	Hiring of services for Operation of In-House Compressor packages in 9 (Nine) nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (one) year.
Area of Operation	Assam and Arunachal Pradesh
<b>HSE Policy</b>	<p><b><u>GENERAL HEALTH, SAFETY &amp; ENVIRONMENT (HSE) POINTS:</u></b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. 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. It will be 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 representative of OIL.</li> <li>2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).</li> <li>3. 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 Actor omissions at work.</li> </ol>

	<ol style="list-style-type: none"><li>4. The Contractor shall 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</li><li>5. Every person deployed by the Contractor 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. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. In absence of appropriate PPEs, the representative of OIL 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.</li><li>6. 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.</li><li>7. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever applicable and possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries &amp; material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).</li><li>8. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.</li><li>9. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.</li><li>10. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined</li></ol>
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Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.

11. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
12. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.
13. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
14. OIL will communicate all information to the Contractor or his authorized representative only.
15. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
16. 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.
17. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
18. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

	<ol style="list-style-type: none"><li>19. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. Defective tools shall be immediately removed.</li><li>20. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).</li><li>21. 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 and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.</li><li>22. Barricading of area to be done with reflecting tapes as applicable during work.</li><li>23. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.</li><li>24. The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.</li><li>25. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.</li><li>26. 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.</li><li>27. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, 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 the terms of the Contract.</li><li>28. 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</li></ol>
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	<p>direct the Contractor to cease work until the non-compliance is corrected.</p> <p>29. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.</p>
Notice	<p>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:</p> <p><b><u>Company</u></b></p> <p>c) <b><u>For contractual matters</u></b></p> <p>CGM (Contracts)-HoD  OIL INDIA LIMITED  PO DULIAJAN – 786602  ASSAM, INDIA  Phone No. 91-374-2808650  Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></p> <p>b) <b><u>For technical matters</u></b></p> <p>CGM (GMS)-HOD  Oil India Limited,  P.O. Duliajan-786602  Dist. Dibrugarh, Assam.</p> <p>c) <b><u>Contractor</u></b></p> <hr/> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>PENALTY</b>	As per SOW and SOR of the Contract

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**PART-III, SECTION-IV**  
**SCHEDULE OF RATES**

**Line Item 10 and 70: Mobilization Charges**

1. Mobilization charges shall be paid one time per Installation on all-inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for initial deployment of their entire resources including contractor's material, personnel, transportation, food, lodging, administrative expenses etc. in the operational area, required for orderly execution of the Contract within the agreed time frame.
2. Mobilization charges per unit will be payable only when mobilization is completed as per mobilization notice within 45 days from the date of issuance of mobilization notice against each installation.
3. The total mobilization charges for all installations falling under the same part of the price bid should not be more than 2% of the sub-total of that part i.e. Mobilization charges for Group-A should not be more than 2% of the sub-total of Group-A (Sum of line items 10 to 60) and Mobilization charges for Group-B should not be more than 2% of the sub-total of Group-B (Sum of line items 70 to 110) and Mobilization charges for Group-A & Group-B together should not be more than 2% of the total of Group-A & Group-B (Sum of line items 10 to 110).

**Line Items 20 to 60 and 80 to 110: Operation Day Rate Charge**

1. **The Operation Day Rate Charges per Installation** shall be payable as per the following:
  - i) For period of Normal operation, the contractor shall be paid @100% of the quoted Operation Charges against that particular unit.
  - ii) Operation Day Rate charge covers the charge of all the associated services as indicated in the Scope of work. Operation Day Rate Charges shall cover charges for fuel, equipment operation & routine maintenance, manpower, fooding, statutory compliances, supply of consumables etc., as applicable.
  - iii) If the operation is halted for any other reason whatsoever attributable to the Contractor in the duration of operation, then no Operation Day Rate Charges or Standby Day Rate Charges shall become payable for the entire unit of the service until the equipment/tool is put back into operating condition or evidence by demonstration of operation in actual tests or use to the satisfaction of OIL.
  - iv) The Operation Day Rate Charges will be considered on day rate basis for a day of 24 hrs. for any time in part thereof, the charges shall be computed on pro-rata basis.

- v) There will be no other personnel charge payable to the Contractor “Job-Wise” or “Job-Nature” wise.
- 2. **Zero Rate:** Notwithstanding any provision in this Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to non-availability of key personnel or for any other reason whatsoever attributable to the Contractor. Furthermore applicable penalty shall be imposed as per penalty clause.
- 3. **Force Majeure:**
  - i) Force majeure payment shall be restricted to 50% of Operation Day Rate Charges of the respective installation during Force Majeure. This will be considered as Force majeure rate.
  - ii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation for respective Installation. No payment shall accrue to the Contractor beyond the first 15 days period of the respective Installation unless mutually agreed upon.
- 4. **Standby day Rate Charges**
  - i) Standby day Rate charges shall be payable for the period against temporary halt due to operational reasons attributable to OIL at 60% of the Operation day rate charge of the respective Installation. No Standby Day Rate charges will be payable when the contractor is entitled for Operation Day Rate charge of the respective Installation.
  - ii) Standby Day Rate charges shall be payable per 24 hours a day (pro-rata basis for part thereof up to the completed full hours only) and will be applicable against temporary halt of operations attributable to OIL.

**Note:**

The Contractor can quote for both Group A and Group B or either Group A or Group B as per the Price Schedule.

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## PRICE BID FORMAT

TENDER NO. CDO7676P25

Hiring of services for Operation of In-House Compressor packages in 9 (Nine) Nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (One) year

NAME OF BIDDER			HSN / SAC		
Item No	Item Description	Qty	UoM	Unit Rate (INR)	Total (INR)
<b>GROUP A</b>					
10	Mobilization Charges	5	LSM		-
20	Operation Day Rate Charge for Bhogpara Installation	730	DAY		-
30	Operation Day Rate Charge for Hatiali Installation	730	DAY		-
40	Operation Day Rate Charge for HJC Installation	730	DAY		-
50	Operation Day Rate Charge for Bhekulajan Installation	730	DAY		-
60	Operation Day Rate Charge for Balimara Installation	730	DAY		-
Sub-total of Group-A (INR) excluding GST					-
GST @ %					-
Sub-total of Group-A (INR) including GST					-
<b>GROUP B</b>					
70	Mobilization Charges	4	LSM	₹ 1.00	4.00
80	Operation Day Rate Charge for Makum Installation	730	DAY	₹ 1.00	730.00
90	Operation Day Rate Charge for Barekuri Installation	730	DAY	₹ 1.00	730.00
100	Operation Day Rate Charge for Baghjan Installation	730	DAY	₹ 1.00	730.00
110	Operation Day Rate Charge for Kumchai Installation	730	DAY	₹ 1.00	730.00
Sub-total of Group-B (INR) excluding GST					2,924.00
GST @ %					-
Sub-total of Group-B (INR) including GST					2,924.00
<b>Total Cost of Contracts considering both groups (INR) excluding GST</b>					<b>2,924.00</b>
<b>Total Cost of Contracts considering both groups (INR) including GST</b>					<b>2,924.00</b>
A.	Please refer Schedule of Rates for details. The Prices are exclusive of GST.				
B.	The capacities of the In-House Compressor packages in 9 (Nine) Nos. of Installations of Group A and Group B are as mentioned in the SOW clause 2.0.				

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Operation of In-House Compressor packages in 9 installations of OIL**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section: 1 -Commitments of the Principal**

**(1)** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (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 or the contract execution.

- (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/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (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/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (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/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 -Disqualification from tender process and exclusion from future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

#### **Section 4 -Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

## **Section 5 -Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section: 8 -External Independent Monitor/Monitors**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. **However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.**

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

**9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.**

**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. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

<p>.....  <b>For the Principal</b></p> <p>Date :</p> <p>Place :</p>	<p>.....  <b>For the Bidder/Contractor</b></p> <p>Witness 1: .....</p> <p>Witness 2: .....</p>
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**BID FORM**

To  
Oil India Limited  
Contracts Department  
Duliajan,  
Assam - 786602

**Sub: IFB No. CDO7676P25**

*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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Mobilization notice / LOA.

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 fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

**Tender No. : CDO7676P25**

**STATEMENT OF COMPLIANCE**  
**(Only exceptions/deviations to be rendered)**

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory).**

**Name of the Bidder** \_\_\_\_\_

**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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO  
**CGM (CONTRACTS)**  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

Sir,

**Sub: OIL's Tender No. CDO7676P25**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

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**PROFORMA LETTER OF AUTHORITY**

TO  
**CGM (CONTRACTS)**  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

Sir,

**Sub: OIL's IFB No. CDO7676P25**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Seal of the Bidder:**

**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. If signed by a consortium, it shall be signed by members of the consortium.

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT)**

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

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

SEALED with the said Bank this \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of these obligations are:

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

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

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank 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 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.

- 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.

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

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

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

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of the Bank \_\_\_\_\_  
Address \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

The above message / intimation shall be sent through SFMS (indicating the Contract 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.

- 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**

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. CDO7676P25**      **Dated \_\_\_\_\_**

To,  
**CGM (CONTRACTS)**  
Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602

**Sir,**

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

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

\*\*\*

**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	
<b>Contact Details</b> E-mail Addresses	Mobile Telephone Fax
<b>Correspondence Address</b> 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

**COMMERCIAL CHECK LIST**

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

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.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
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 value submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to <b>120 (One Hundred Twenty)</b> days from Date of bid closing date	
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 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.	Compliance to MSME/MII purchase preference, as applicable	
20.	EMD / Bid security Submitted (Yes / No)  And If Yes in the form of Or Exempted from submission of EMD / Bid security and submitted Bid Security Declaration	
21.	Bid security Submitted in the form of and details (if applicable)	
22.	Bid Security valid up to 165 Days the Original Bid Closing date mentioned in the tender.	

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-XI**

**(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: Clause '2.4' under Clause 2.0 Financial Criteria of BEC/BRC**

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 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.

**UNDERTAKING FOR LOCAL CONTENT**

**(To be submitted in the letter head of the bidder)**

**Tender No.** \_\_\_\_\_

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

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

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

**For and on behalf of** \_\_\_\_\_

**Authorized signatory** \_\_\_\_\_

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

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

**Contact No.** \_\_\_\_\_

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TENDER NO. CDO7676P25**  
**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to ..... (as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER In INR Crores</b>	<b>NET WORTH In INR Crores</b>

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

\*\*\*

**EXHIBIT-I**

**Format for Undertaking by Bidders towards compliance of office memorandum  
F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by  
Department of Expenditure, Ministry of Finance, Govt. of India  
(To be typed on the letter head of the bidder)**

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

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

**Tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

OIL INDIA LIMITED

**Dear Sirs,**

*"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"*

*We also agree that, during any stage of the tender/contract agreement, in case the above information/ documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.*

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 form should be returned along with offer duly signed.

\*\*\*\*

**EXHIBIT-II**

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

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

*Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602  
INDIA*

**Dear Sirs,**

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

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

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**EXHIBIT-III**

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

*Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602  
INDIA*

**Dear Sirs,**

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

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

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

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF  
TECHNOLOGY

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

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

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

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

*Oil India Limited  
Contracts Department  
Duliajan, Assam - 786602*

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

OR

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

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

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

**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)

**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)

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

**SUB: SAFETY MEASURES**

**Description of service: Hiring of services for Operation of In-House Compressor packages in 9 (Nine) Nos. of Installations in Assam and Arunachal Pradesh for a period of 2 (Two) years with a provision for extension by another 1 (One) year.**

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 & Gazette 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

## **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 and Field Headquarters at Duliajan, 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. \_\_\_\_\_. 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 Award 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) General Terms and Conditions,
- b) Scope of Work & Special Conditions of Contract,
- c) Price Bid Format,
- d) Bid Form,
- e) Statement of Compliance,
- f) Agreement Form,
- g) 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)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.